रजिस्ट्री सं० डी० एल० (एन) 04/0007/2003—05

REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 40] नई दिल्ली, सितम्बर 30—अक्तूबर 6, 2007, शनिवार/आश्विन 8—आश्विन 14, 1929

No. 40] NEW DELHI, SEPTEMBER 30—OCTOBER 6, 2007, SATURDAY/ASVINA 8—ASVINA 14, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 26 सितम्बर, 2007

का.आ. 2862.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) में का.आ. 452, तारीख 23 जनवरी, 2007 द्वारा प्रकाशित अधिसूचना को, उन बातों के सिवाय अधिक्रांत करते हुए, जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है, भारत के सहायक महासालिसिटरों को दिल्ली उच्च न्यायालय, बंबई उच्च न्यायालय, मुम्बई और कलकत्ता उच्च न्यायालय को छोड़कर विभिन्न उच्च न्यायालयों या उनकी न्यायपीठों में, संबंधित उच्च न्यायलयों या उनकी न्यायपीठों में, दिल्ली पुलिस विशेष स्थापन के सभी आपराधिक मामलों का तुरंत प्रभाव से संचालन करने के प्रयोजन के लिए, इस शर्त के अधीन रहते हुए तुरंत प्रभाव से विशेष लोक अभियोजक नियुक्त करती है कि लोक अभियोजक के रूप में अपनी नियुक्ति की अवधि के दौरान अपने-अपने उच्च न्यायालयों या उनकी न्यायपीठों में ऊपर निर्दिष्ट किसी आपराधिक मामले में दिल्ली पुलिस विशेष स्थापन के विरुद्ध हाजिर नहीं होंगे ।

[फा. सं. 34/(13)/2006-न्यायिक]

एम. ए. खान युसुफी, संयुक्त सचिव एवं जी.सी.

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 26th September, 2007

S.O. 2862.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974) and in supersession of the Notification published in the Gazette of India, Part II, Section 3, sub-section (ii) vide S.O. 452 dated 23rd January, 2007 except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the Assistant Solicitors General of India in various High Courts and its Benches, as Special Public Prosecutor with immediate effect for the purpose of conducting all criminal cases of the Delhi Police Special Establishment in the respectvie High Courts or their Benches, except the High Court of Delhi, High Court of Bombay at Mumbai and the High Court of Calcutta, with immediate effect, subject to the condition that they shall not appear against the Delhi Police Special Establishment in any criminal case referred to above in their respective High Courts or their Benches during the period of their appointment as Special Public Procecutor.

[F. No. 34/13/2006-Judl.]

M. A. KHAN YUSUFI, Jt. Secy. & G.C.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 30 अगस्त, 2007

(आयकर)

का.आ. 2863.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स हीरानंदानी बिल्डर्स, 514, डालामल ट्रावर्स, 211, नारीमन पॉइंट, मंम्बई-400 021, विनचेस्टर इंडस्ट्रियल पार्क सी टी एस सं. 22, 23, 27 से 30 (सभी भाग) विलेज पवई एंड 11 पी टी ऑफ विलेज चंडीवली, जिला-मुम्बई, महाराष्ट्र-76 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 10-4-2007 के पत्र सं. 15/58/2006-आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स हीरानंदानी बिल्डर्स, मुम्बई द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स हीरानंदानी बिल्डर्स, मुम्बई द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

I. (i) औद्योगिक उपक्रम का नाम : हीरानंदानी बिल्डर्स

(ii) प्रस्तावित स्थान : विनचेस्टर इंडस्ट्रियल पार्क सी टी एस सं. 22, 23, 27 से 30 (सभी भाग) विलेज पवई एंड 11 पी टी ऑफ विलेज चंडीवली, जिला-मुम्बई, महाराष्ट्र-76

(iii) औद्योगिक पार्क का क्षेत्रफल : 59,006.41 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप					
	एन आई सी संहिता				विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	–	–		विनिर्माण कार्य-कलाप
ख	4	–	–	–	बिजली, गैस एवं पानी
ग	7	75	–	–	संचार सेवाएं
घ	8	89	892	–	डाटा प्रोसेसिंग, सॉफ्टवेयर डेवलपमेंट और कंप्यूटर परामर्शदात्री कार्य-कलाप
ङ	8	89	893	–	कारोबार एवं प्रबन्धन परामर्शदात्री कार्य-कलाप
च	8	89	894	–	वास्तु संबंधी एवं इंजीनीयरिंग और अन्य तकनीकी परामर्शदात्री कार्य-कलाप
छ	8	89	895	–	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 100%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : शून्य

(vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 10 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि रुपये में) : 80,72,86,896.26

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में) : 75,21,99,173.90

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में) : 79,54,31,942.15

(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : 25-10-2005

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा । ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा ।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं ।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी । इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है ।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा ।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाईयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं ।

7. मैसर्स हीरानंदानी बिल्डर्स, मुम्बई उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं ।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा ।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स हीरानंदानी बिल्डर्स, मुम्बई ऐसी अवैधता के किसी भी परिणाम के लिए स्वयं ही जिम्मेदार होगा, यदि :—

(i) आवेदन पत्र जिसके आधार पर सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो ।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है ।

10. यदि मैसर्स हीरानंदानी बिल्डर्स, मुम्बई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे ।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं । केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स हीरानंदानी बिल्डर्स, मुम्बई औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है ।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा ।

[अधिसूचना सं. 239/2007/फा. सं. 178/74/2007-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 30th August, 2007

INCOME-TAX

S.O. 2863.—Whereas the Central Government in exercixe of the powers conferred by clause (iii) of sub-section (4) of section 80-1A of the Income-Tax, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Hiranandani Builders, 514, Dalamal Towers, 211, Nariman Point, Mumbai-400 021, is developing an Industrial Park at Winchester Industrial Park CTS No. 22, 23, 27 to 30 (all parts), Village Powai & 11 PT. of Village Chandivli, Distric-Mumbai, Maharashtra-76;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/58/2006-ID dated 10-4-2007 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Hiranandani Builders, Mumbai, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Hiranandani Builders, Mumbai.

1. (i) Name of the Industrial Undertaking : M/s. Hiranandani Builders

(ii) Proposed location : Winchester Industrial Park CTS No. 22, 23, 27 to 30 (all parts), Village Powai & 11 PT. of Village Chandivli, District-Mumbai, Maharashtra-76.

(iii) Area of Industrial Park : 59,006.41 Square Meters

(iv) Proposed activities :

Nature of Industrial activity with NIC Code

Sl. No.	NIC Code				Description
	Section	Division	Group	Class	
A	2&3	—	—	—	Manufacturing activities
B	4	—	—	—	Electricity, Gas & Water
C	7	75	—	—	Communication services
D	8	89	892	—	Data processing, software development and computer consultancy services
E	8	89	893	—	Business & Management consultancy activities
F	8	89	894	—	Architectural & Engineering and other technical consultancy activities
G	8	89	895	—	Technical testing & analysis services

(v) Percentage of allocable area earmarked for Industrial use : 100%

(vi) Percentage of allocable area earmarked for commercial use : Nil

(vii) Minimum number of industrial units : 10 Units

(viii) Total investments proposed (Amount in Rupees) : 80,72,86,896.26

(ix) Investment on built up space for industrial use (Amount in Rupess) : 75,21,99,173.90

(x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 79,54,31,942.15

(xi) Proposed date of commencement of the Industrial Park : 25-10-2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board of Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Hiranandani Builders, Mumbai, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 801A of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-1A of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Hiranandani Builders, Mumbai, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/ misinformation or some material information has not been provided in it.

(ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Hiranandani Builders, Mumbai, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Enterpreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Hiranandani Builders, Mumbai, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 239/2007/F. No. 178/74/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 28 सितम्बर, 2007

(आयकर)

का.आ. 2864.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स लेआउट, सेरिलिंगामपल्ली म्यूनिसीपालिटी, रंगारेड्डी जिला, हैदराबाद, आंध्र प्रदेश-500082, "कैपेला", प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स, लेआउट, माधापुर, सेरिलिंगामपल्ली म्यूनिसीपालिटी, हैदराबाद, जिला-रंग्गारेड्डी, आंध्र प्रदेश-500081 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 10-4-2007 के पत्र सं. 15/112/2006-आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

1. (i) औद्योगिक उपक्रम का नाम : वीआईटीपी प्राइवेट लिमिटेड

(ii) प्रस्तावित स्थान : "कैपेला", प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स लेआउट, माधापुर, सेरिलिंगामपल्ली म्यूनिसीपालिटी, हैदराबाद, जिला-रंगारेड्डी, आंध्र प्रदेश-500081

(iii) औद्योगिक पार्क का क्षेत्रफल : 20,165 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप					
एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	–	डाटा प्रोसेसिंग, सॉफ्टवेयर डेवलपमेंट और कंप्यूटर परामर्शदात्री कार्य-कलाप
ख	8	89	892	892.1	कंप्यूटर परामर्शदात्री सेवाएं
ग	8	89	892	892.2	सॉफ्टवेयर आपूर्ति सेवाएं
घ	8	89	892	892.3	डाटा प्रोसेसिंग, सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 90%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूम का प्रतिशत : 10%

(vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 4 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि रुपये में) : 2869 लाख

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में) : 2433 लाख

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में) : 2869 लाख

(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : 15-07-2005

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा । ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्तिम स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा ।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं ।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी । इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है ।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाईयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद ऐसी अवैधता के किसी भी परिणाम के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 244/2007/फा. सं. 178/85/2007-आ.क.नि.-I]

जगदीप गोयल, निदेशक (आ.क.नि.)

New Delhi, the 28th September, 2007

INCOME-TAX

S.O. 2864.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. VITP Private Limited, Plot No. 17, Software Units Layout, Serlingampally Municipality, Rangareddy District, Hyderabad, Andhra Pradesh-500 082, is developing an Industrial park at "CAPELLA", Plot No. 17, Software units Layout, Madhapur, Serilingampally Municipality, Hyderabad, District-Ranga Reddy, Andhra Pradesh-500 081;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/112/2006-ID dated 10-4-2007 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. VITP Private Limited, Hyderabad, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. VITP Private Limited, Hyderabad.

1. (i)	Name of the Industrial Undertaking	:	VITP Private Limited
(ii)	Proposed location	:	"CAPELLA", Plot No. 17, Software Units Layout, Madhapur, Serilingampally Municipality, Hyderabad, District-Ranga Reddy, AP-500 081.
(iii)	Area of Industrial Park	:	20,165 Square Meters
(iv)	Proposed activities	:	—

Nature of Industrial activity with NIC Code

	NIC Code				Description
Sl. No.	Section	Division	Group	Class	
A	8	89	892	—	Data processing, software development and computer consultancy.
B	8	89	892	892.1	Computer Consultancy Services.
C	8	89	892	892.2	Software supply services.
D	8	89	892	892.3	Data processing services.

(v)	Percentage of allocable area earmarked for Industrial use	:	90%
(vi)	Percentage of allocable area ermarked commercial use	:	10%
(vii)	Minimum number of industrial units	:	4 Units
(viii)	Total investments proposed (Amount in Rupees)	:	2869 lakhs
(ix)	Investment on built up space for industrial use (Amount in Rupess)	:	2433 lakhs
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	2869 lakhs
(xi)	Proposed date of commencement of the Industrial Park	:	15-07-2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board of Reserve Bank

of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. VITP Private Limited, Hyderabad, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80 IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80 IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. VITP Private Limited, Hyderabad, shall be solely responsible for any repercussions of such invalidity, if :

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/ misinformation or some material information has not been provided in it.

(ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. VITP Private Limited, Hyderabad, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. VITP Private Limited, Hyderabad, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 244/2007/F. No. 178/85/2007-ITA-I]

JAGDEEP GOEL, Director (ITA-I)

नई दिल्ली, 28 सितम्बर, 2007

(आयकर)

का.आ. 2865.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स लेआउट, सेरिलिंगामपल्ली म्यूनिसीपालिटी, रंगारेड्डी जिला, हैदराबाद, आंध्र प्रदेश-500082, "ओरियन", प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स लेआउट, माधापुर, सेरिलिंगामपल्ली म्यूनिसीपालिटी, हैदराबाद, जिला-रंगारेड्डी, आंध्र प्रदेश-500082 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 10-4-2007 के पत्र सं. 15/91/2006-आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद, द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1.	(i) औद्योगिक उपक्रम का नाम	:	वीआईटीपी प्राइवेट लिमिटेड
	(ii) प्रस्तावित स्थान	:	"ओरियन", प्लॉट सं. 17, सॉफ्टवेयर यूनिट्स लेआउट, माधापुर, सेरिलिंगामपल्ली म्यूनिसीपालिटी, हैदराबाद, जिला-रंगारेड्डी, आंध्र प्रदेश-500082
	(iii) औद्योगिक पार्क का क्षेत्रफल	:	28,100 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप					
एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	–	डाटा प्रोसेसिंग, सॉफ्टवेयर डेवलपमेंट और कंप्यूटर कंसलटेंसी
ख	8	89	892	892.1	कंप्यूटर कसलटेंसी सेवाएं
ग	8	89	892	892.2	सॉफ्टवेयर आपूर्ति सेवाएं
घ	8	89	892	892.3	डाटा प्रोसेसिंग, सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:	90%
(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	10%
(vii) औद्योगिक यूनिटों की न्यूनतम संख्या	:	4 यूनिटें
(viii) प्रस्तावित कुल निवेश (राशि रुपये में)	:	3473 लाख
(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	2382 लाख
(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	:	3473 लाख
(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	:	15-07-2004

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा । ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्तिम स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा ।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातनुकूलन तथा ऐसी सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं ।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी । इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है ।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा ।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाईयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं ।

7. मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं ।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा ।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद ऐसी अवैधता के किसी भी परिणाम के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो ।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है ।

10. यदि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे ।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं । केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स वीआईटीपी प्राइवेट लिमिटेड, हैदराबाद औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है ।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा ।

[अधिसूचना सं. 245/2007/फा. सं. 178/85/2007-आ.क.नि.-I]

जगदीप गोयल, निदेशक (आ.क.नि. I)

New Delhi, the 28th September, 2007

INCOME-TAX

S.O. 2865.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-Tax, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. VITP Private Limited, Plot No. 17, Software Units Layout, Serilingampally Municipality, Rangareddy District, Hyderabad, Andhra Pradesh-500082, is developing an Industrial Park at "ORION", Plot No. 17, Software Units Layout, Madhapur, Serilingampally Municipality, Hyderabad, District-Ranga Reddy, Andhra Pradesh-500082;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/91/2006-ID dated 10-4-2007 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. VITP Private Limited, Hyderabad, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. VITP Private Limited, Hyderabad.

1. (i) Name of the Industrial Undertaking : M/s. VITP Private Limited
   (ii) Proposed location : "ORION", Plot No. 17, Software Units Layout, Madhapur, Serilingampally Municipality, Hyderabad, District-Ranga Reddy, AP-500 082.
   (iii) Area of Industrial Park : 28,100 Square Meters
   (iv) Proposed activities : —

Nature of Industrial activity with NIC Code

Sl. No.	NIC Code: Section	Division	Group	Class	Description
A	8	89	892	—	Data processing, software development and computer consultancy.
B	8	89	892	892.1	Computer Consultancy Services.
C	8	89	892	892.2	Software supply services.
D	8	89	892	892.3	Data processing services.

(v)	Percentage of allocable area earmarked for Industrial use	:	90%
(vi)	Percentage of allocable area earmarked for commercial use	:	10%
(vii)	Minimum number of industrial units	:	4 Units
(viii)	Total investments proposed (Amount in Rupees)	:	3473 lakhs
(ix)	Investment on built up space for industrial use (Amount in Rupess)	:	2382 lakhs
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	3473 lakhs
(xi)	Proposed date of commencement of the Industrial Park	:	15-07-2004

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distrinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. VITP Private Limited, Hyderabad, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. VITP Private Limited, Hyderabad, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/ misinformation or some material information has not been provided in it.

(ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. VITP Private Limited, Hyderabad, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The

Central Government may withdraw the above approval in case M/s. VITP Private Limited, Hyderabad, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 245/2007/F. No. 178/85/2007-ITA-I]

JAGDEEP GOEL, Director (ITA-I)

नई दिल्ली, 28 सितम्बर, 2007

(आयकर)

का.आ. 2866.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स एल एंड टी इनफोसिटी लिमिटेड, 1 क्यू 4-ए 1, प्रथम तल, साइबर टावर्स, हाइटेक सिटी, माधापुर, हैदराबाद-500081, माधापुर गांव, सेरीलिंगामपल्ली म्यूनिसीपलिटी, जिला-रंगारेड्डी, आंध्र प्रदेश-500033 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 11-4-2007 के पत्र सं. 15/116/2006-आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद, द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1. (i) औद्योगिक उपक्रम का नाम : एल एंड टी इनफोसिटी लिमिटेड

(ii) प्रस्तावित स्थान : माधापुर गांव, सेरीलिंगामपल्ली म्यूनिसीपालिटी, जिला-रंगारेड्डी, आंध्र प्रदेश-500033

(iii) औद्योगिक पार्क का क्षेत्रफल : 9.16 एकड़

(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	–	डाटा प्रोसेसिंग, सॉफ्टवेयर डेवलपमेंट और कंप्यूटर कंसलटेंसी
ख	8	89	893	–	कारोबार एवं प्रबंधन कंसलटेंसी कार्य-कलाप
घ	8	89	894	–	वास्तु संबंधी एवं इंजीनियरिंग और अन्य तकनीकी कंसलटेंसी कार्य-कलाप।

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:	100%
(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	शून्य
(vii) औद्योगिक यूनिटों की न्यूनतम संख्या	:	5 यूनिटें
(viii) प्रस्तावित कुल निवेश (राशि रुपये में)	:	1,69,00,19,108/-
(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	1,55,29,28,658/-
(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	:	1,60,79,28,658/-
(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	:	31-03-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाईयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम,1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद ऐसी अवैधता के किसी भी परिणाम के लिए स्वयं ही जिम्मेदार होगा; यदि :-

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स एल एंड टी इन्फोसिटी लिमिटेड, हैदराबाद औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 246/2007/फा. सं. 178/79/2007-आ.क.नि.-1]

जगदीप गोयल, निदेशक (आ.क.नि. 1)

New Delhi, the 28th September, 2007

INCOME-TAX

S.O. 2866.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-Section (4) of section 80-IA of the Income-Tax Act, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. L&T Infocity Limited, 1Q4-A1, First Floor, Cyber Towers, HITEC City, Madhapur, Hyderabad-500081, is developing an Industrial park at Madhapur Village, Serilingampalli Municipality, District-Ranga Reddy, Andhra Pradesh-500033;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/116/2006-ID dated 11-4-2007 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. L&T Infocity Limited, Hyderabad, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. L&T Infocity Limited, Hyderabad.

1. (i) Name of the Industrial Undertaking : L&T Infocity Limited

(ii) Proposed location : Madhapur Village, Serilingampalli Municipality, District-Ranga Reddy, Andhra Pradesh-500 033.

(iii) Area of Industrial Park : 9.16 acres

(iv) Proposed activities : —

Nature of Industrial activity with NIC Code

	NIC Code				Description
Sl. No.	Section	Division	Group	Class	
A	8	89	892	—	Data processing, software development and computer consultancy.
B	8	89	893	—	Business and Management Consultancy activities.
C	8	89	894	—	Architectural and engineering and other technical consultancy activities.

(v) Percentage of allocable area earmarked for Industrial use : 100%

(vi) Percentage of allocable area earmarked commercial use : NIL

(vii) Minimum number of industrial units : 5 Units

(viii) Total investments proposed (Amount in Rupees) : 1,69,00,19,108

(ix) Investment on built up space for industrial use (Amount in Rupess) : 1,55,29,28,658

(x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 1,60,79,28,658

(xi) Proposed date of commencement of the Industrial Park : 31-3-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expendiuture on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board of Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. L&T Infocity Limited, Hyderabad, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 801A of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4 (iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. L&T Infocity Limited, Hyderabad, shall be solely responsible for any repercussions of such invalidity, if

   (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

   (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. L&T Infocity Limited, Hyderabad, transfers the operation and maintenance of the industrial park (i.e., transfer or undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Enterpreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transeror and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. L&T Infocity Limited, Hyderabad, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invaildate the approval of the industrial park.

[Notification No. 246/2007/F. No. 178/79/2007-ITA-I]

JAGDEEP GOEL, Director (ITA-I)

नई दिल्ली, 28 सितम्बर, 2007

(आयकर)

का.आ. 2867.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (ओद्योगिक नीति और संवर्धन विभाग) की अधिसूनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स स्टेट इंडस्ट्रीज प्रोमोशन कार्पोरेशन ऑफ तमिलनाडु लिमिटेड (सिपकोट), जिसका पंजीकृत कार्यालय 19-ए, रूक्मणी लक्ष्मीपति रोड़, पोस्ट बॉक्स सं. 7223, एग्मोर, चेन्नई-600008 में है, ओरागदम ग्रोथ सेन्टर, श्रीपेरम्बदूर तालुक, जिला-काँचीपुरम, तमिलनाडु स्थित ग्रोथ सेन्टर का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 03-08-2006 के पत्र सं. 15-76-2006-आई पी एंड आई डी दिनांक 24-01-2007 के पत्र सं. 15-07-2007-आई डी के तहत संशोधित) के अन्तर्गत उक्त ग्रोथ सेन्टर को अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स स्टेट इंडस्ट्रीज प्रोमोशन कार्पोरेशन ऑफ तमिलनाडु लिमिटेड (सिपकोट), चेन्नई द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स सिपकोट लिमिटेड, चेन्नई द्वारा ग्रोथ सेन्टर गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1.	(i) औद्योगिक उपक्रम का नाम	:	सिपकोट लिमिटेड (स्टेट इंडस्ट्रीज प्रोमोशन कार्पोरेशन ऑफ तमिलनाडु लिमिटेड)
	(ii) प्रस्तावित स्थान	:	ओरागदम ग्रोथ सेन्टर, श्रीपेरम्बदूर तालुक, जिला-काँचीपुरम, तमिलनाडु
	(iii) ग्रोथ सेन्टर का क्षेत्रफल	:	1460.00 एकड़

(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप					
	एन आई सी संहिता				विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	–	–	–	विनिर्माण
ख	8	89	892	–	डाटा प्रोसेसिंग, सॉफ्टवेयर डेवलपमेंट और कंसल्टेंसी सेवाएं
ग	8	89	893	–	कारोबार एवं प्रबंधन कंसल्टेंसी कार्य-कलाप
घ	8	89	894	–	आर्चीटेक्चुरल एंड इंजीनियरिंग तथा अन्य तकनीकी कंसल्टेंसी कार्य-कलाप
ङ	8	89	895	–	तकनीकी परीक्षण और विश्लेषण सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:	99%
(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	01%
(vii) औद्योगिक यूनिटों की न्यूनतम संख्या	:	30 यूनिटें
(viii) प्रस्तावित कुल निवेश (राशि रुपये में)	:	11,38,00,000/-
(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)	:	शून्य
(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)	:	11,38,00,000/-
(xi) ग्रोथ सेन्टर के आरंभ होने की प्रस्तावित तिथि	:	31-03-2006

2. किसी ग्रोथ सेन्टर में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे ग्रोथ सेन्टर जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातनुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी ग्रोथ सेन्टर के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाईयों के ग्रोथ सेन्टर में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स सिपकोट लिमिटेड, चेन्नई उस अवधि के दौरान ग्रोथ सेन्टर का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) ग्रोथ सेन्टर के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त ग्रोथ सेन्टर के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम,1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स सिपकोट लिमिटेड, चेन्नई ऐसी अवैधता के किसी भी परिणाम के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त ग्रोथ सेन्टर की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स सिपकोट लिमिटेड, चेन्नई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स सिपकोट लिमिटेड, चेन्नई किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, ग्रोथ सेन्टर के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 248/2007/फा. सं. 178/90/2007-आ.क.नि.-I]

जगदीप गोयल, निदेशक (आ.क.नि. I)

New Delhi, the 28th September, 2007

(INCOME-TAX)

S.O. 2867.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-Tax, 1961 (43 of 1961), (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), having registered office at 19-A, Rukmani Lakshmipathy Road, Post Box. No. 7223, Egmore, Chennai-600008, is developing a Growth Center at Oragadam Growth Center, Sriperumpudur Taluk, District-Kancheepuram, Tamil Nadu;

And whereas the Central Government has approved the said Growth Center *vide* Ministry of Commerce and Industry letter No. 15/76/2005-IP&ID dated 3-8-2006 (amended *vide* letter No. 15/7/2007-ID dated 24-1-2007) subject to the terms and conditions mentioed in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), Chennai, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of a Growth Centre by M/s. SIPCOT Ltd., Chennai.

1. (i) Name of the Industrial Undertaking : SIPCOT Limited (State Industries Promotion Corporation of Tamil Nadu Limited
   (ii) Proposed location : Oragadam Growth Center, Sriperumpudur Taluk, District-Kancheepuram, Tamil Nadu
   (iii) Area of Growth Center : 1460.00 Acres
   (iv) Proposed activities : —

Nature of Industrial activity with NIC Code

	NIC Code				Description
Sl. No.	Section	Division	Group	Class	
A	2&3	—	—	—	Manufacturing
B	8	89	892	—	Data processing, software development and consultancy Services.
C	8	89	893	—	Business and management consultancy activities.
D	8	89	894	—	Architectural and engineering and other technical consultancy activities.
E	8	89	895	—	Technical testing and analysis services.

(v)	Percentage of allocable area earmarked for Industrial use	:	99%
(vi)	Percentage of allocable area earmarked for commercial use	:	01%
(vii)	Minimum number of industrial units	:	30 Units
(viii)	Total investments proposed (Amount in Rupees)	:	11,38,00,000/-
(ix)	Investment on built up space for Industrial use (Amount in Rupess)	:	Nil
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	11,38,00,000/-
(xi)	Proposed date of commencement of the Growth Center	:	31-3-2006

2. The minimum investment on infrastructure development in a Growth Center shall not be less than 50% of the total project cost. In the case of a Growth Center which provides built-up space for industrial use, the minimum expendiuture on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of a Growth Center. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board of Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Growth Center.

7. M/s. SIPCOT Ltd., Chennai, shall continue to operate the Growth Center during the period in which the benefits under clause (iii) of sub-section (4) of Section 80 IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Growth Centre is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80 IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. SIPCOT Ltd., Chennai, shall be solely responsible for any repercussions of such invalidity, if—

   (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/ misinformation or some material information has not been provided in it.

   (ii) it is for the location of the Growth Center for which approval has already been accorded in the name of another undertaking.

10. In case M/s. SIPCOT Ltd., Chennai, transfers the operation and maintenance of the Growth Center (i.e., transfer undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. SIPCOT Ltd., Chennai, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invaildate the approval of the Growth Centre.

[Notification No. 248/2007/F. No. 178/90/2007-ITA-I]

JAGDEEP GOEL, Director (ITA-1)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2868.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत:, इलाहाबाद बैंक से परामर्श करके, त्रिवेणी क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, उरई के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम त्रिवेणी क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है त्रिवेणी क्षेत्रीय ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन त्रिवेणी क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**—

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है । (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. **बोर्ड का विशेष अधिवेशन.**—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति.**—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

> बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-उपनियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक

में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (1)]

एम.के. मल्होत्रा, अवर सचिव

(Department of Financial Services)

New Delhi, the 25th September 2007

S.O. 2868.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Allahabad Bank** hereby makes the following rules for convening Board Meetings of **Triveni Kshetriya Gramin Bank, Head Office, Orai**, namely:

1. **Short title and commencement.**—(1) These rules may be called the Triveni Kshetriya Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the **Triveni Kshetriya Gramin Bank**.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Triveni Kshetriya Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such

minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(1)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2869.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत:, इलाहाबाद बैंक से परामर्श करके, लखनऊ क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, सीतापुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. **संक्षिप्त नाम और प्रारंभ**-(1) इन नियमों का नाम लखनऊ क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा**--इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है लखनऊ क्षेत्रीय ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या**--एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे।)

(**स्पष्टीकरण 2** :-समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा।)

4. **अधिवेशनों का संयोजन**--अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान-बोर्ड के अधिवेशन लखनऊ क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. **अधिवेशनों की सूचना तथा कारबार की सूची**--(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन**-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति**-बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. **परिचालन द्वारा कारबार**.-(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (2)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September 2007

S.O. 2869.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor Bank namely Allahabad Bank hereby makes the following rules for convening Board Meetings of Lucknow Kshetriya Gramin Bank, Head Office, Sitapur, namely:

1. **Short title and commencement.**—(1) These rules may be called the Lucknow Kshetriya Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Lucknow Kshetriya Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1**:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2**:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Lucknow Kshetriya Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the

Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(2)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2870.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत:, आंध्रा बैंक से परामर्श करके, चैतन्य गोदावरी ग्रामीण बैंक, प्रधान कार्यालय, गुंटूर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम चैतन्य गोदावरी ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है चैतन्य गोदावरी ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण** 1 :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन चैतन्य गोदावरी ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है । (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. **बोर्ड का विशेष अधिवेशन.**—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति.**—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया

माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (3)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2870.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Andhra Bank hereby makes the following rules for convening Board Meetings of Chaitanya Godavari Grameena Bank, Head Office, Guntur, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Chaitanya Godavari Grameena Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Chaitanya Godavari Grameena Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Chaitanya Godavari Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors

present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(3)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2871.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत:, बैंक ऑफ इन्डिया से परामर्श करके, आर्यावर्त ग्रामीण बैंक, प्रधान कार्यालय, लखनऊ के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम आर्यावर्त ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है आर्यावर्त ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.–एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(स्पष्टीकरण 1 :-समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(स्पष्टीकरण 2 :-समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन **आर्यावर्त ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है । (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन. –यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता

है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (4)]

एम.के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2871.—In exercise of the powers conferred by. clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Bank of India** hereby makes the following rules for convening Board Meetings of **Aryavart Gramin Bank, Head Office, Lucknow**, namely:

1. **Short title and commencement.**—(1) These rules may be called the **Aryavart Gramin Bank** (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the **Aryavart Gramin Bank.**
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:— For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Aryavart Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any

business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(4)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2872.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः, **बैंक ऑफ इन्डिया** से परामर्श करके, **वैनगंगा क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, चन्द्रपुर** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. **संक्षिप्त नाम और प्रारंभ**-(1) इन नियमों का नाम वैनगंगा क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा**--इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,-

क. ''अधिनियम'' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. ''बैंक'' से अभिप्रेत है वैनगंगा क्षेत्रीय ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या**--एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :-समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :-समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. **अधिवेशनों का संयोजन.**-अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान**-बोर्ड के अधिवेशन वैनगंगा क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**-(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है । (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. **बोर्ड का विशेष अधिवेशन**-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति**-बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक-तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-उपनियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. **कारबार के अभिलेख**-(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (5)]

एम.के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2872.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Bank of India** hereby makes the following rules for convening Board Meetings of **Wainganga Kshetriya Gramin Bank, Head Office, Chandrapur**, namely:—

1. **Short title and commencement.**—(1) These rules may be called the **Wainganga Kshetriya Gramin Bank** (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires, —

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the **Wainganga Kshetriya Gramin Bank.**

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation** 1:— For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation** 2:— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Wainganga Kshetriya Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(5)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2873.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः, **बैंक ऑफ इन्डिया** ये परामर्श करके, **झारखण्ड ग्रामीण बैंक, प्रधान कार्यालय, रांची** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम झारखण्ड ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है झारखण्ड ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.–एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :-समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :-समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन झारखण्ड ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है । (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक-तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले

दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (6)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2873.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Bank of India hereby makes the following rules for convening Board Meetings of Jharkhand Gramin Bank, Head Office, Ranchi, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Jharkhand Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Jharkhand Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**— For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Jharkhand Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3)When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (6)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2874.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: बैंक ऑफ इंडिया से परामर्श करके, नर्मदा-मालवा ग्रामीण बैंक, प्रधान कार्यालय, इन्दौर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम नर्मदा-मालवा ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है नर्मदा-मालवा ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन नर्मदा-मालवा ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक-तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक कोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (7)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2874.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Bank of India hereby makes the following rules for convening Board Meetings of Narmada Malwa Gramin Bank, Head Office, Indore, namely :—**

1. **Short title and commencement.**—(1) These rules may be called the (Narmada Malwa Gramin Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976(21 of 1976).

b. "Bank" means the Narmada Malwa Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December).

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof).

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Narmada Malwa Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (7)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2875.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **बैंक ऑफ बड़ौदा** से परामर्श करके, **बड़ौदा इस्टर्न उत्तर प्रदेश ग्रामीण बैंक, प्रधान कार्यालय, रायबरेली** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम **बड़ौदा इस्टर्न उत्तर प्रदेश ग्रामीण बैंक** (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है **बड़ौदा इस्टर्न उत्तर प्रदेश ग्रामीण बैंक**।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशनों के स्थान.—बोर्ड के अधिवेशन **बड़ौदा इस्टर्न उत्तर प्रदेश ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति.**– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारोबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (8)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2875.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Bank of Baroda hereby makes the following rules for convening Board Meetings of Baroda Eastern Uttar Pradesh Gramin Bank, Head Office, Raebareli, namely :—

1. **Short title and commencement.**—(1) These rules may be called the Baroda Eastern Uttar Pradesh Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Baroda Eastern Uttar Pradesh Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Baroda Eastern Uttar Pradesh Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for

that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjnurned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (8)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2876.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा 2 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: बैंक ऑफ बड़ौदा से परामर्श करके, बड़ौदा वेस्टर्न उत्तर प्रदेश ग्रामीण बैंक, प्रधान कार्यालय, बरेली के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम बड़ौदा वैस्टर्न उत्तर प्रदेश ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है बड़ौदा वैस्टर्न उत्तर प्रदेश ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में है।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम-से-कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन बड़ौदा वैस्टर्न उत्तर प्रदेश ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम प्रद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन.**—(1) अध्यक्ष इस प्रयोजन के लिए कम-से-कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति.**— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. **परिचालन द्वारा कारबार.**—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. **कारबार के अभिलेख.**—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (9)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2876.—In exercise of the powers conferred by clause (b) of Sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Bank of Baroda hereby makes the following rules for convening Board Meetings of Baroda Western Uttar Pradesh Gramin Bank, Head Office, Bareilly, namely :—

1. **Short title and commencement.**—(1) These rules may be called the Baroda Western Uttar Pradesh Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Baroda Western Uttar Pradesh Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Baroda Western Uttar Pradesh Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall

ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of Sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (9)]

M.K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का. आ. 2877.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: बैंक ऑफ बड़ौदा से परामर्श करके, बड़ौदा गुजरात ग्रामीण बैंक, प्रधान कार्यालय, भरुच के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का संक्षिप्त नाम बड़ौदा गुजरात ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है बड़ौदा गुजरात ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा) ।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन बड़ौदा गुजरात ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधावेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (10)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2877.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Bank of Baroda** hereby makes the following rules for convening Board Meetings of Baroda Gujarat Gramin Bank, Head Office, Bharuch, namely :—

1. Short title and commencement.—(1) These rules may be called the Baroda Gujarat Gramin Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires :—

a. "Act" means the Regional Rural Banks Act, 1976(21 of 1976).

b. "Bank" means the Baroda Gujarat Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Baroda Gujarat Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proccedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (10)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का. आ. 2878.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **बैंक ऑफ बड़ौदा** से परामर्श करके, बड़ौदा राजस्थान ग्रामीण बैंक, प्रधान कार्यालय, **अजमेर** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. **संक्षिप्त नाम और प्रारंभ.**–(1) इन नियमों का नाम बड़ौदा राजस्थान ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है बड़ौदा राजस्थान ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन बड़ौदा राजस्थान ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम प्रद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक कोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी । (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी । (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (11)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2878.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Bank of Baroda hereby makes

the following rules for convening Board Meetings of Baroda Rajasthan Gramin Bank, Head Office, Ajmer, namely :—

1. **Short title and commencement.**—(1) These rules may be called the Baroda Rajasthan Gramin Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Baroda Rajasthan Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Baroda Rajasthan Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher.

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (11)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2879.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **केनरा बैंक** से परामर्श करके, **श्रेयस ग्रामीण बैंक, प्रधान कार्यालय, अलीगढ़** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम **श्रेयस ग्रामीण बैंक** (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है **श्रेयस ग्रामीण बैंक**।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशनों के स्थान.—बोर्ड के अधिवेशन **श्रेयस ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होनें के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ,

यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (12)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2879.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Canara Bank** hereby makes the following rules for convening Board Meetings of **Shreyas Gramin Bank, Head Office, Aligarh,** namely:

1. **Short title and commencement.**—(1) These rules may be called the **Shreyas Gramin Bank** (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the **Shreyas Gramin Bank.**

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1 :—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2 :—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Shreyas Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter

referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (12)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2880.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **केनरा बैंक** से परामर्श करके, **प्रगति ग्रामीण बैंक, प्रधान कार्यालय, बेल्लारी** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम **प्रगति ग्रामीण बैंक** (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. ''अधिनियम'' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. ''बैंक'' से अभिप्रेत है **प्रगति ग्रामीण बैंक ।**

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन **प्रगति ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. **बोर्ड का विशेष अधिवेशन.**–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति.**–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

> बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

> बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन

द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (13)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2880.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Canara Bank** hereby makes the following rules for convening Board Meetings of **Pragathi Gramin Bank, Head Office, Bellary**, namely:

1. **Short title and commencement.**—(1) These rules may be called the **Pragathi Gramin Bank** (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires, —

   a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

   b. "Bank" means the **Pragathi Gramin Bank.**

   c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1** :—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2** :—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Pragathi Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

   Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**— If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

   Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (13)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2881.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः सेन्ट्रल बैंक ऑफ इंडिया से परामर्श करके, चंबल-ग्वालियर क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, ग्वालियर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :--

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम चंबल-ग्वालियर क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है चंबल-ग्वालियर क्षेत्रीय ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन चंबल-ग्वालियर क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. **अधिवेशन की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रतयेक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन.**—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति.**—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

> बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले

दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार.**–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्त्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख.**–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (14)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2881.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Central Bank of India hereby makes the following rules for convening Board Meetings of Chambal Gwalior Kshetriya Gramin Bank, Head Office, Gwalior namely:

1. **Short title and commencement.**—(1) These rules may be called the Chambal Gwalior Kshetriya Gramin Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Chambal Gwalior Kshetriya Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1 :**—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2 :**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Chambal Gwalior Kshetriya Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (14)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2882.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: सेन्ट्रल बैंक ऑफ इंडिया से परामर्श करके, विदर्भ क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, अकोला के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम विदर्भ क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है विदर्भ क्षेत्रीय ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन विदर्भ क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. **अधिवेशन की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा। (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन.**–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति.**–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (15)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2882.—In exercise of the powers conferred by clause (b) of sub-section(2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Central Bank of India** hereby makes the following rules for convening Board Meetings of **Vidharbha Kshetriya Gramin Bank, Head Office,** Akola namely:

1. Short title and commencement.—(1) These rules may be called the **Vidharbha Kshetriya Gramin Bank** (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976(21 of 1976).

b. "Bank" means the **Vidharbha Kshetriya Gramin Bank.**

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1 :—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2 :—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the **Vidharbha Kshetriya Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for

that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum, for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (15)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2883.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः सेन्ट्रल बैंक ऑफ इंडिया से परामर्श करके, उत्तर बिहार क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, मुजफ्फरपुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम उत्तर बिहार क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. ''अधिनियम'' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. ''बैंक'' से अभिप्रेत है उत्तर बिहार क्षेत्रीय ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों से प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन उत्तर बिहार क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं

किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.–बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार जो इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अधीन परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित हुआ माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने अंतिम हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी मामले पर किए गए सभी निर्णयों को अभिलेख के लिए कार्यवृत्त पुस्तक में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (16)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2883.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Central Bank of India hereby makes the following rules for convening Board Meetings of Uttar Bihar Kshetriya Gramin Bank, Head Office, Muzaffarpur namely:

1. Short title and commencement.—(1) These rules may be called the Uttar Bihar Kshetriya Gramin Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Uttar Bihar Kshetriya Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1 :—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2 :—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Uttar Bihar Kshetriya Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (16)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2884.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः **सेन्ट्रल बैंक ऑफ इंडिया** से परामर्श करके, **सतपुरा क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, छिंदवाड़ा** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम सतपुरा क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. ''अधिनियम'' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. ''बैंक'' से अभिप्रेत है सतपुरा क्षेत्रीय ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण** 1 :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण** 2 :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संचालित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन सतपुरा **क्षेत्रीय ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उस सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (17)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2884.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Central Bank of India** hereby makes the following rules for convening Board Meetings of **Satpura Kshetriya Gramin Bank, Head Office, Chhindwara,** namely:—

1. **Short title and commencement.**—(1) These rules may be called the **Satpura Kshetriya Gramin Bank** (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the **Satpura Kshetriya Gramin Bank.**

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1** :—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2** :—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the **Satpura Kshetriya Gramin Bank** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (17)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2885.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः देना बैंक से परामर्श करके, देना गुजरात ग्रामीण बैंक, प्रधान कार्यालय, अधिनियम के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम देना गुजरात ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ;

ख. "बैंक" से अभिप्रेत है देना गुजरात ग्रामीण बैंक ;

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में है।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन देना गुजरात ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकांश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होंगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (18)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2885.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Govenment after consultation with the National Bank and the sponsor bank namely Dena Bank hereby makes the following rules for convening Board Meetings of Dena Gujarat Gramin Bank, Head Office, Gandhinagar, namely:

1. **Short title and commencement.**—(1) These rules may be called the Dena Gujarat Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Dena Gujarat Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Dena Gujarat Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same

time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (18)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2886.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा 2 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: इंडियन बैंक से परामर्श करके, पल्लवन ग्रामा बैंक, प्रधान कार्यालय, सलेम के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम पल्लवन ग्रामा बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है पल्लवन ग्रामा बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन पल्लवन ग्रामा बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप्र-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन को कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (19)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2886.—In exercise of the powers conferred by. clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Indian Bank hereby makes the following rules for convening Board Meetings of Pallavan Grama Bank, Head Office, Salem, namely:

1. Short title and commencement.—(1) These rules may be called the Pallavan Grama Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the Pallavan Grama Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Pallavan Grama Bank or at such other place in the local limits within which the bank, operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reasons to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (19)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2887.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा 2 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **इंडियन बैंक** से परामर्श करके, **सप्तगिरी ग्रामीण बैंक, प्रधान कार्यालय, चितूर के** बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. **संक्षिप्त नाम और प्रारंभ.**–(1) इन नियमों का नाम **सप्तगिरी ग्रामीण बैंक** (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा.**–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है **सप्तगिरी ग्रामीण बैंक**।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन **सप्तगिरी ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपातः अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जांए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (20)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2887.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **Indian Bank** hereby makes the following rules for convening Board Meetings of **Saptagiri Grameena Bank, Head Office, Chitoor**, namely:

1. Short title and commencement.—(1) These rules may be called the **Saptagiri Grameena Bank** (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Saptagiri Grameena Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Saptagiri Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (20)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2888.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः इंडियन ओवरसीज़ बैंक से परामर्श करके, नीलांचल ग्राम्या बैंक, प्रधान कार्यालय, भुवनेश्वर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम नीलांचल ग्राम्या बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है नीलांचल ग्राम्या बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—सभामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशनों के स्थान.—बोर्ड के अधिवेशन नीलांचल ग्राम्या बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम प्रद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (21)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2888.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Indian Overseas Bank hereby makes the following rules for convening Board Meetings of Neelachal Gramya Bank, Head Office, Bhubaneswar, namely:

1. Short title and commencement.—(1) These rules may be called the Neelachal Gramya Bank (Meetings of Board) Rules, 2007.

(2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Neelachal Gramya Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Neelachal Gramya Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (21)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2889.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: पंजाब नैशनल बैंक से परामर्श करके, पंजाब ग्रामीण बैंक, प्रधान कार्यालय, कपूरथला के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. संक्षिप्त नाम और प्रारंभ.-(1) इन नियमों का नाम पंजाब ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.-इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है पंजाब ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.- एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :-समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :-समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.-अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.-बोर्ड के अधिवेशन पंजाब ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.-(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.- बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (22)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2889.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Punjab National Bank hereby makes the following rules for convening Board Meetings of Punjab Gramin Bank, Head Office, Kapurthala, namely:—

1. Short title and commencement.—(1) These rules may be called the Panjab Gramin Bank (Meetings of Board) Rules, 2007.

(2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976(21 of 1976).
b. "Bank" means the Punjab Gramin Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Punjab Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (22)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2890.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: पंजाब नैशनल बैंक से परामर्श करके, उत्तर प्रदेश ग्रामीण बैंक, प्रधान कार्यालय, मेरठ के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम उत्तर प्रदेश ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है उत्तर प्रदेश ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में है।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशनों के स्थान.**—बोर्ड के अधिवेशन उत्तर प्रदेश ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रतयेक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना

दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित अनदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (23)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2890.—In exercise of the powers conferred by. clause (b) of sub-section(2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Punjab National Bank hereby makes the following rules for convening Board Meetings of Uttar Pradesh Gramin Bank, Head Office, Meerut, namely:

1. Short title and commencement.—(1) These rules may be called the Utter Pradesh Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the Uttar Pradesh Gramin Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Uttar Pradesh Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any husiness circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (23)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2891.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: पंजाब नेशनल बैंक से परामर्श करके, राजस्थान ग्रामीण बैंक, प्रधान कार्यालय, अलवर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ**- (1) इन नियमों का नाम राजस्थान ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है राजस्थान ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त है और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम** संख्या - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(स्पष्टीकरण 1 :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे।)

(स्पष्टीकरण 2 :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा।)

4. **अधिवेशनों का संयोजन** - अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. **अधिवेशन के स्थान** - बोर्ड के अधिवेशन राजस्थान ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. **अधिवेशनों की सूचना तथा कारबार की सूची** - (1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन** - (1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति** - बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. **परिचालन द्वारा कारबार** - (1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो इस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख** - (1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का

हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(24)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2891.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Punjab National Bank hereby makes the following rules for convening Board Meetings of Rajasthan Gramin Bank, Head Office, Alwar, namely:—

1. Short title and commencement. —(1) These rules may be called the Rajasthan Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Rajasthan Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the Rajasthan Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business. —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of Sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum. —If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation. —(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the

circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the Director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(24)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2892.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: पंजाब नेशनल बैंक से परामर्श करके, हरियाणा ग्रामीण बैंक, प्रधान कार्यालय, रोहतक के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ**- (1) इन नियमों का नाम हरियाणा ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है हरियाणा ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त है और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या. - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण** 1 :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे।

(स्पष्टीकरण 2 :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन. -अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान-बोर्ड के अधिवेशन हरियाणा ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नही किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नही दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन. -यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थित, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(25)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2892.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Punjab National Bank hereby makes the following rules for convening Board Meetings of Haryana Gramin Bank, Head Office, Rohtak, namely:—

1. Short title and commencement. —(1) These rules may be called the Haryana Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Haryana Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the Haryana Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business. —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum. — If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned

till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the Director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each Director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(25)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2893.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: पंजाब नेशनल बैंक से परामर्श करके, मध्य बिहार ग्रामीण बैंक, प्रधान कार्यालय, पटना के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. संक्षिप्त नाम और प्रारंभ. - (1) इन नियमों का नाम मध्य बिहार ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा. - इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है मध्य बिहार ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के,जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या. - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन. -अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान-बोर्ड के अधिवेशन मध्य बिहार ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन. - (1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशको की कुल संख्या के एक-तिहाई या चार की, इसमें जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(26)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2893.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Punjab National Bank hereby makes the following rules for convening Board Meetings of Madhya Bihar Gramin Bank, Head Office, Patna, namely:—

1. Short title and commencement. —(1) These rules may be called the Madhya Bihar Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Madhya Bihar Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the Madhya Bihar Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.— (1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every Director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such

business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each Director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four Directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(26)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2894.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: यूको बैंक से परामर्श करके, जयपुर थार ग्रामीण बैंक, प्रधान कार्यालय, जयपुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम जयपुर थार ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है जयपुर थार ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या. - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन जयपुर थार ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नही किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(27)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2894.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely UCO Bank hereby makes the following rules for convening Board Meetings of Jaipur Thar Gramin Bank, Head Office, Jaipur, namely:—

1. Short title and commencement. —(1) These rules may be called the Jaipur Thar Gramin Bank (Meetings of Board) Rules, 2007.

(2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "Bank" means the Jaipur Thar Gramin Bank.

(c) Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the Head office of the Jaipur Thar Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum. —If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(27)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2895.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः यूको बैंक से परामर्श करके, पश्चिम बंग ग्रामीण बैंक, प्रधान कार्यालय, हावड़ा के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ**— (1) इन नियमों का नाम पश्चिम बंग ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा। (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा**— इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है—पश्चिम बंग ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त है और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या —एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे ।)

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा ।)

4. अधिवेशनों का संयोजन—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान-बोर्ड के अधिवेशन पश्चिम बंग ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी । (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नही किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें जो अधिक हो, होगी :

बशर्तों जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पुर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालनद्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थित, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किए जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(28)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2895.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely UCO Bank hereby makes the following rules for convening Board Meetings of Paschim Banga Gramin Bank, Head Office, Howrah, namely :—

1. Short title and commencement. —(1) These rules may be called the Pachim Banga Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Paschim Banga Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1**:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2**:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the Paschim Banga Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business. —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.— If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation. —(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3)When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be

entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(28)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2896.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21)की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: यूको बैंक से परामर्श करके, कलिंगा ग्राम्या बैंक, प्रधान कार्यालय, कटक के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. **संक्षिप्त नाम और प्रारंभ**- (1) इन नियमों का नाम कलिंगा ग्राम्या बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा**- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है कलिंगा ग्राम्या बैंक ।

ग. ऐसे शब्दों और पदों के,जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या** - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा) ।

4. **अधिवेशनों का संयोजन**-अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान**-बोर्ड के अधिवेशन कलिंगा ग्राम्या बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा । (2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी। (3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी । (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. **बोर्ड का विशेष अधिवेशन**-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है । (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. **अधिवेशन की गणपूर्ति**-बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार**-(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित

कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख**-(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसनें अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(29)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2896.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Goverment after consultation with the National Bank and the sponsor bank namely UCO Bank hereby makes the following rules for convening Board Meetings of Kalinga Gramya Bank, Head Office, Cuttack, namely:—

1. Short title and commencement. —(1) These rules may be called the Kalinga Gramya Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Kalinga Gramya Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the **Kalinga Gramya Bank,** or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business. —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum. — If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation. —(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3)When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(29)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2897.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21)की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः यूको बैंक से परामर्श करके, बिहार क्षेत्रीय ग्रामीण बैंक, प्रधान कार्यालय, मुंगेर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. संक्षिप्त नाम और प्रारंभ- (1) इन नियमों का नाम बिहार क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है बिहार क्षेत्रीय ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के,जो इन नियमों में प्रयुक्त है और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन-अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान-बोर्ड के अधिवेशन बिहार क्षेत्रीय ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची-

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नही किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नही दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति-बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशको की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श

में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. **परिचालन द्वारा कारबार**-(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. **कारबार के अभिलेख**-(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी । (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी(30)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2897.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely UCO Bank hereby makes the following rules for convening Board Meetings of Bihar Kshetriya Gramin Bank, Head Office, Monghyr, namely:—

1. **Short title and commencement.** —(1) These rules may be called the Bihar Kshetriya Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.** —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Bihar Kshetriya Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board**— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.** —Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.** —The meetings of the Board shall be held at the head office of the Bihar Kshetriya Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.** —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum. — If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation. —(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(30)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2898.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21)की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: युनाइटेड बैंक ऑफ इंडिया से परामर्श करके, बंगिया ग्रामीण विकास बैंक, प्रधान कार्यालय, बरहमपुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ**- (1) इन नियमों का नाम बंगिया ग्रामीण विकास बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा**- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो, —

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है बंगिया ग्रामीण विकास बैंक ।

ग. ऐसे शब्दों और पदों के,जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित है वहीं अर्थ है, जो उनके अधिनियम में है ।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या** - एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :- समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :- समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन**-अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान**-बोर्ड के अधिवेशन बंगिया ग्रामीण विकास बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशनों की सूचना तथा कारबार की सूची**-

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना

दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी। (4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है। (5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन**-(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति**-बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें जो अधिक हो, होगी :

बशर्तो जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में से विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन**-यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. **परिचालन द्वारा कारबार**-(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो। (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों। (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा। (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. **कारबार के अभिलेख**-(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा में। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थित, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा एसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किया जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(31)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2898.— In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Govemment after consultation with the National Bank and the sponsor bank namely United Bank of India hereby makes the following rules for convening Board Meetings of Bangiya Gramin Vikash Bank, Head Office, Berhampur, namely:

1. Short title and commencement. —(1) These rules may be called the Bangiya Gramin Vikash Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions. —In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Bangiya Gramin Vikash Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**—For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings. —Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings. —The meetings of the Board shall be held at the head office of the Bangiya Gramin Vikash Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business. —(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board. —(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors. (2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting. —A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation. —(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers. (2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business. (4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3)When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book. (4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB(31)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2899.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: यूनाइटेड बैंक ऑफ इंडिया से परामर्श करके, असम ग्रामीण विकास बैंक, प्रधान कार्यालय, गुवाहाटी के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. **संक्षिप्त नाम और प्रारंभ-** (1) इन नियमों का नाम असम ग्रामीण विकास बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा । (2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा-** इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है असम ग्रामीण विकास बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त है और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में हैं ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण** 1.—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन असम **ग्रामीण विकास बैंक** के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा। (2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.—बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा। (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी(32)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2899.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely **United Bank of India** hereby makes the following rules for convening Board Meetings of **Assam Gramin Vikash Bank, Head Office, Guwahati,** namely :—

1. **Short title and commencement.**—(1) These rules may be called the Assam Gramin Vikash Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the Assam GraminVikash Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(**Explanation 1:**— For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2:**— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Assam Gramin Vikash Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the

Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (32)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2900.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: यूनियन बैंक ऑफ इंडिया से परामर्श करके, काशी गोमती सम्युत ग्रामीण बैंक, प्रधान कार्यालय, वाराणसी के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम काशी गोमती सम्युत ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है काशी गोमती सम्युत ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन काशी गोमती सम्युत ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पन्द्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के

लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाएं तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (33)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2900.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Union Bank of India hereby makes the following rules for convening Board Meetings of Kashi Gomti Samyut Gramin Bank, Head Office, Varanasi, namely :—

1. Short title and commencement.—(1) These rules may be called the Kashi Gomti Samyut Gramin Bank (Meetings of Board)Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Kashi Gomti Samyut Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2 :— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Kashi Gomti Samyut Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (33)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2901.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: सिंडिकेट बैंक से परामर्श करके, कर्नाटक विकास ग्रामीण बैंक, प्रधान कार्यालय, धारवाड़ के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम कर्नाटक विकास ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है कर्नाटक विकास ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन कर्नाटक विकास ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–

(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम प्रद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है ता उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (34)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2901.—In exercise of the powers conferred by. clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Syndicate Bank hereby makes the following rules for convening Board Meetings of Karnataka Vikas Grameena Bank, Head Office, Dharwad, namely:—

1. Short title and commencement.—(1) These rules may be called the Karnataka Vikas Grameena Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Karnataka Vikas Grameena Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Karnataka Vikas Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (34)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2902.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: **सिंडिकेट बैंक** से परामर्श करके, **आन्ध्र प्रगति ग्रामीण बैंक, प्रधान कार्यालय, कडापा** के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम **आन्ध्र प्रगति ग्रामीण बैंक** (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है **आन्ध्र प्रगति ग्रामीण बैंक**।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन **आन्ध्र प्रगति ग्रामीण बैंक** के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित

किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किया जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (35)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2902.—In exercise of the powers conferred by clause (b) of sub-section(2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely Syndicate Bank hereby makes the following rules for convening Board Meetings of Andhra Pragathi Grameena Bank, Head Office, Kadapa, namely:

1. Short title and commencement.—(1) These rules may be called the Dena Andhra Pragathi Grameena Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Andhra Pragathi Grameena Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two month or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Andhra Pragathi Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman,

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called. (3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting. (3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (35)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2903.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, छत्तीसगढ़ ग्रामीण बैंक, प्रधान कार्यालय, रायपुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. **संक्षिप्त नाम और प्रारंभ.**–(1) इन नियमों का नाम छत्तीसगढ़ ग्रार्मीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. **परिभाषा.**–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है छत्तीसगढ़ ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. **अधिवेशन के स्थान.**–बोर्ड के अधिवेशन छत्तीसगढ़ ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. **अधिवेशन की सूचना तथा कारबार की सूची.**–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित

निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआर बी (36)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2903.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Chhatisgarh Gramin Bank, Head Office, Raipur, namely:—

1. Short title and commencement.—(1) These rules may be called the Chhatisgarh Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Chhatisgarh Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(***Explanation*** 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(***Explanation*** 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Chhatisgarh Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board. (2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf. (3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice. (4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman. (5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated. (2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting. (3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.(4) The minutes of each meeting shall be placed before the next meeting for confirmation. (5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (36)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2904.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, वनांचल ग्रामीण बैंक, प्रधान कार्यालय, दुमका के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम वनांचल ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है वनांचल ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में है।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन वनांचल ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रतयेक निदेशक को अधि वेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की, कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा । (5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (37)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2904.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Vananchal Gramin Bank, Head Office, Dumka, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Vananchal Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the Vananchal Gramin Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Vananchal Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand

adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (37)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2905.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, उत्तरांचल ग्रामीण बैंक, प्रधान कार्यालय, देहरादून के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम उत्तरांचल ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है उत्तरांचल ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.– एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएगे)।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा।)

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन उत्तरांचल ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रतयेक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (38)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2905.—In exercise of the powers conferred by clause (b) of sub-section(2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Uttaranchal Gramin Bank, Head Office, Dehradun, namely:

1. Short title and commencement.—(1) These rules may be called the Uttaranchal Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Uttaranchal Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(**Explanation 2**:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Uttaranchal Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (38)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2906.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, मध्य भारत ग्रामीण बैंक, प्रधान कार्यालय, पटना के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम मध्य भारत ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है मध्य भारत ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में है।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन मध्य भारत ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) उस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आर आर बी (39)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2906.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Madhya Bharath Gramin Bank, Head Office, Sagar, namely :—

1. Short title and commencement.—(1) These rules may be called the Madhya Bharath Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Madhya Bharath Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Madhya Bharath Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors. (5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (39)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2907.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, आन्ध्र प्रदेश ग्रामीण विकास बैंक, प्रधान कार्यालय,वारंगल के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम आन्ध्र प्रदेश ग्रामीण विकास बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है आन्ध्र प्रदेश ग्रामीण विकास बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन आन्ध्र प्रदेश ग्रामीण विकास बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चत करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रतयेक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम प्रद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है ता उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (40)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2907.—In exercise of the powers conferred by clause (b) of sub-section(2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Andhra Pradesh Grameena Vikas Bank, Head Office, Warangal, namely :—

1. Short title and commencement.—(1) These rules may be called the Andhra Pradesh Grameena Vikas Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Andhra Pradesh crameena Vikas Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Andhra Pradesh Grameena Vikas Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned; send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (40)]

M. K. MALHOTRA, Under Secy

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2908.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और

प्रायोजक बैंक नामत: भारतीय स्टेट बैंक से परामर्श करके, पूर्वांचल ग्रामीण बैंक, प्रधान कार्यालय, गोरखपुर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम पूर्वांचल ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है पूर्वांचल ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.–एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशनों के स्थान.–बोर्ड के अधिवेशन पूर्वांचल ग्रामीण बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित अनदेशकों की बहुसंख्यों की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (41)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2908.—In exercise of the powers conferred by clause (b) of sub-Section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Purvanchal Gramin Bank, Head Office, Gorakhpur, namely :

1. Short title and commencement.—(1) These rules may be called the Purvanchal Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Purvanchal Gramina Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Purvanchal Gramina Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.— If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (41)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2909.–प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः भारतीय स्टेट बैंक से परामर्श करके, उत्कल ग्राम्या बैंक, प्रधान कार्यालय, बोलंगीर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :–

1. संक्षिप्त नाम और प्रारंभ.–(1) इन नियमों का नाम उत्कल ग्राम्या बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.–इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है उत्कल ग्राम्या बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में है ।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.–एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :–समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :–समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.–अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.–बोर्ड के अधिवेशन उत्कल ग्राम्या बैंक के मुख्य कार्यालय में अथवा आस-पास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशनों की सूचना तथा कारबार की सूची.–(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा । (2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है। (3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है । (2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो । (3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों । (4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी। (2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी। (3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी। (4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा । (5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (42)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2909.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of India hereby makes the following rules for convening Board Meetings of Utkal Gramya Bank, Head Office, Bolangir, namely :

1. Short title and commencement.—(1) These rules may be called the Utkal Gramya Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Utkal Gramya Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(*Explanation 1*:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(*Explanation 2*:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Utkal Gramya Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum. for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordanee with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (42)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2910.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: स्टेट बैंक ऑफ मैसूर से परामर्श करके, कावेरी-कल्पतरु ग्रामीण बैंक, प्रधान कार्यालय, मैसूर के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. **संक्षिप्त नाम और प्रारंभ.**—(1) इन नियमों का नाम कावेरी-कल्पतरु ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. **परिभाषा.**—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है कावेरी-कल्पतरु ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में है।

3. **बोर्ड के अधिवेशनों की न्यूनतम संख्या.**— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. **अधिवेशनों का संयोजन.**—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. **अधिवेशन के स्थान.**—बोर्ड के अधिवेशन कावेरी-कल्पतरु ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. **अधिवेशन की सूचना तथा कारबार की सूची.**—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. **बोर्ड का विशेष अधिवेशन.**—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. **अधिवेशन की गणपूर्ति.**— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक-तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. **गणपूर्ति न होने के कारण अधिवेशन का स्थगन.**—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. **परिचालन द्वारा कारबार.**—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा। (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[फा. सं. 12/6/2006-आरआरबी (43)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2910.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of Mysore hereby makes the following rules for convening Board Meetings of Cauvery Kalpatharu Grameena Bank, Head Office, Mysore, namely :—

1. Short title and commencement.—(1) These rules may be called the Cauvery Kalpatharu Grameena Bank (Meeting of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

b. "Bank" means the Cauvery Kalpatharu Grameena Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:— For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the Cauvery Kalpatharu Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (43)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2911.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामतः स्टेट बैंक ऑफ सौराष्ट्र से परामर्श करके, सौराष्ट्र ग्रामीण बैंक, प्रधान कार्यालय, राजकोट के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम सौराष्ट्र ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा ।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो, —

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है ।

ख. "बैंक" से अभिप्रेत है सौराष्ट्र ग्रामीण बैंक ।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा ।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे) ।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा ।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन सौराष्ट्र ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे ।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा ।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी ।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी ।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी ।

7. बोर्ड का विशेष अधिवेशन.–(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.– बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.–यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.–(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (44)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2911.—In exercise of the powers conferred by clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of Saurashtra hereby makes the following rules for convening Board Meetings of Saurashtra Gramin Bank, Head Office, Rajkot, namely:

1. Short title and commencement.—(1) These rules may be called the Saurashtra Gramin Bank (Meetings of Board) Rules, 2007.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
b. "Bank" means the Saurashtra Gramin Bank.
c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**— The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Saurashtra Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of tne Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**— If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (44)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2912.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 की उप-धारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: स्टेट बैंक ऑफ बीकानेर एंड जयपुर से परामर्श करके, एमजीबी ग्रामीण बैंक, प्रधान कार्यालय, पाली के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :-

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम एमजीबी ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है एमजीबी ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन एमजीबी ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशनों की सूचना तथा कारबार की सूची.— (1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चत किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.–(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किए जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006–आरआरबी (45)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2912.—In exercise of the powers conferred by. clause (b) of sub-section(2) of Section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government after consultation with the National Bank and the sponsor bank namely State Bank of Bikaner & Jaipur hereby makes the following rules for convening Board Meetings of MGB Gramin Bank, Head Office, Pali, namely:-

1. Short title and commencement.—(1) These rules may be called the MGB Gramin Bank (Meetings of Board) Rules, 2007. (2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,

a. "Act" means the Regional Rural Banks Act, 1976(21 of 1976).

b. "Bank" means the MGB Gramin Bank.

c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:- For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:- For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the MGB Gramin Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. Notice of meeting and list of business.—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section(4) of Section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Record of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (45)]

M. K. MALHOTRA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2913.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) **की** धारा 29 की उप-धारा (2 के खंड (ख) **द्वारा** प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, राष्ट्रीय बैंक और प्रायोजक बैंक नामत: स्टेट बैंक आफ हैदराबाद से परामर्श करके, डेक्कन ग्रामीण बैंक, प्रधान कार्यालय, रंगारेड्डी के बोर्ड के अधिवेशन संयोजित करने के लिए निम्नलिखित नियम बनाती है :—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का नाम डेक्कन ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 2007 होगा।

(2) ये सरकारी राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा.—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

क. "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

ख. "बैंक" से अभिप्रेत है डेक्कन ग्रामीण बैंक।

ग. ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहीं अर्थ है जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या.— एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

(**स्पष्टीकरण 1** :—समामेलन के वर्ष के लिए, प्रथम वर्ष अधिसूचना की तारीख से 31 दिसम्बर तक और उसके बाद के वर्ष 1 जनवरी से 31 दिसम्बर तक माने जाएंगे)।

(**स्पष्टीकरण 2** :—समामेलन के वर्ष के लिए, बोर्ड प्रत्येक दो माह अथवा उसके किसी भाग में एक अधिवेशन संयोजित करेगा)।

4. अधिवेशनों का संयोजन.—अधिवेशनों का संयोजन अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन के स्थान.—बोर्ड के अधिवेशन डेक्कन ग्रामीण बैंक के मुख्य कार्यालय में अथवा आसपास के किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची.—(1) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(2) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणत: कम से कम पंद्रह दिन पहले सूचना दी जाएगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिर्दिष्ट पते पर भेजी जाएगी।

(3) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जाएगी।

(4) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जाएगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(5) यदि बोर्ड का आपात् अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को कम से कम सात दिन पूर्व सूचना दी जाएगी।

7. बोर्ड का विशेष अधिवेशन.—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलाएगा ।

(2) इस मांग में इस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से इक्कीस दिन के भीतर ही बुलाया जाएगा ।

8. अधिवेशन की गणपूर्ति.— बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इसमें से जो अधिक हो, होगी :

बशर्ते जहां इस अधिनियम की धारा 14 की उप-धारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने में अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी ।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन.—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उसके अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिए स्वत: स्थगित हो जाएगा :

बशर्ते जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ ।

10. परिचालन द्वारा कारबार.—(1) यदि अध्यक्ष ऐसा निर्देश दे तो उसके द्वारा विशिष्ट कारणों का उल्लेख करते हुए बोर्ड द्वारा किए जाने वाले कारोबार को, कागजों के परिचालन द्वारा निदेशकों (भारत के बाहर गए निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है ।

(2) कोई भी कारबार जिसे उप-नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किए हों, उसी प्रकार प्रभावी और आबद्धकारी होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो ।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जाएगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों ।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जाएगा ।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए गए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जाएगा ।

11. कारबार के अभिलेख.—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा जाएगा) में रखा जाएगा । (ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आद्यक्षरित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जाएगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र कार्यवृत्त की प्रतियां प्रत्येक निदेशक को भेजी जाएंगी।

(3) जब कोई कारबार कागजों के परिचालन द्वारा किया जाए तो इस प्रकार किए गए कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जाएगी।

(4) प्रत्येक अधिवेशन का कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखा जाएगा ।

(5) अधिवेशन के जो कार्यवृत्त इन नियमों के उपबंधों के अनुसार रखे जाएंगे, वे उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे ।

[फा. सं. 12/6/2006-आरआरबी (46)]

एम. के. मल्होत्रा, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2913.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Govemment after consultation with the National Bank and the sponsor bank namely State Bank of Hyderabad hereby makes the following rules for convening Board Meetings of Deccan Grameena Bank, Head Office, Rangareddy, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Deccan Grameena Bank (Meetings of Board) Rules, 2007. (2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires,—

   a. "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
   b. "Bank" means the Deccan Grameena Bank.
   c. Words and expressions used herein and not defined but defined in the Act shall have the meanings, respectively assigned to them in the Act.

3. **Minimum number of meetings of the Board.**—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

(Explanation 1:—For the year of amalgamation, the first year may be reckoned from the date of notification to 31st December and the subsequent years may be reckoned from 1st January to 31st December.)

(Explanation 2:— For the year of amalgamation, the Board shall hold a meeting in every two months or part thereof.)

4. **Convening of meetings.**—Meetings of the

Board shall be convened by the Chairman.

5. **Venue of the meetings.**—The meetings of the Board shall be held at the head office of the Deccan Grameena Bank or at such other place in the local limits within which the bank operates, as the Board may decide.

6. **Notice of meeting and list of business.**—(1) The Chairman shall decide the time and place of every meeting of the Board.

(2) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(3) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(4) No business, other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the directors present, unless one week's notice of such business has been given in writing to the Chairman.

(5) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. **Special meeting of the Board.**—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty one days from the date of receipt of the requisition.

8. **Quorum for a meeting.**—A quorum for a meeting of the Board shall be one third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act, any director is unable to take part in the discussion of, or vote at a meeting of the Board, the quorum shall be three.

9. **Adjournment of meeting for want of quorum.**—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send a notice to that director that the meeting was not held on the date for want of quorum.

10. **Business by circulation.**—(1) A business which is to be transacted by the Board may, if the Chairman so directs, for specific reason to be recorded by him in that behalf, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated, the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. **Record of business.**—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book). (b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[F. No. 12/6/2006-RRB (46)]

M. K. MALHOTRA, Under Secy.

अल्पसंख्यक कार्य मंत्रालय

नई दिल्ली, 26 सितम्बर, 2007

विषय : समान अवसर आयोग की संरचना और कार्य प्रणाली की जांच और उनके निर्धारण के लिए विशेषज्ञ दल का गठन-स्वेच्छा से दो सदस्यों की नियुक्ति ।

का.आ. 2914.—समान अवसर आयोग से संबंधित विशेषज्ञ दल के अध्यक्ष ने दिनांक 31 अगस्त, 2007 की अधिसूचना सं. 14-12/2006 (ईओसी)-पीपी-I के पैरा 3 द्वारा प्रदत्त शक्तियों के अनुसरण में विद्यमान नियम और शर्तों के आधार पर निम्नलिखित दो सदस्यों को नियुक्त करने का निर्णय लिया है —

1. श्री आर. वेंकटरमानी, वरिष्ठ अधिवक्ता,
1, सविता विहार, मास्टर सोमनाथ मार्ग,
दिल्ली-110092

2. सुश्री कल्पना कन्नाबिरम,
सहायक प्रोफेसर,
राष्ट्रीय विधि विश्वविद्यालय, नलसार,
जस्टिस सिटी,
हैदराबाद

2. यह सक्षम प्राधिकारी के अनुमोदन से जारी किया जा रहा है ।

[सं. 14-12/2006 (ईओसी)-पीपी-I]

ए. लुईखम, संयुक्त सचिव

MINISTRY OF MINORITY AFFAIRS

New Delhi, the 26th September, 2007

Subject : Constitution of an Expert Group to examine and determine the structure and functions of an Equal Opportunity Commission—Co-opting two members.

S.O. 2914.—The Chairman of the Expert Group on Equal Opportunity Commission, in pursuance to the powers conferred on him vide para 3 of the Notification No. 14-12/2006 (EOC)-PP-I, dated 31st August, 2007, has decided to co-opt the following two members on the existing terms and conditions :—

1. Shri R. Venkatramani, Senior Advocate,
1, Savita Vihar, Master Somnath Marg,
Delhi-110092.

2. Ms. Kalpana Kannabiram,
Assistant Professor,
National Law University, NALSAR,
Justice City,
Hyderabad.

2. This issues with the approval of the Competent Authority.

[No. 14-12/2006 (EOC)-PP-I]

A. LUIKHAM, Jt. Secy.

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

(स्थापना-II अनुभाग)

नई दिल्ली, 20 सितम्बर, 2007

का.आ. 2915.—फाइल सं. एच-11020/2/2005-स्थापना के अंतर्गत जारी किए गए दिनांक 11 अक्तूबर, 2005 के का. आ. सं. 1484(अ) में आंशिक आशोधन करके और फाइल सं. I-35019/3/2006-सूचना का अधिकार के अंतर्गत जारी किए गए दिनांक 19 अप्रैल, 2006 और 5 जनवरी, 2007 के उत्तरवर्ती आशोधन तथा सूचना के अधिकार-अधिनियम, 2005 (वर्ष, 2005 के अधिनियम सं. 22) की धारा 5 की उप-धारा (1) के अनुसरण में, पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग (मुख्यालय), एतद्द्वारा, निम्नलिखित को नामोदिष्ट करता है :

श्री टी. एस. नेगी, जो कि अपनी अधिवर्षिता की आयु पूरी करके सेवानिवृत्त हो चुके हैं, के स्थान पर श्री ए. के. तिवारी, उप सचिव (दूरभाष : 23710505) (कमरा नं. 536), परिवहन भवन, नई दिल्ली-110001 को अंतर्देशीय जल परिवहन और पोत-निर्माण तथा पोत मरम्मत सहित पोत परिवहन स्कंध से संबंधित सभी मामलों के संबंध में केन्द्रीय लोक-सूचना-अधिकारी के रूप में ।

[फा. सं. I-35019/3/2006-सूचना का अधिकार]

सुभाष चन्द, अवर सचिव

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

(ESTT. II SECTION)

New Delhi, the 20th September, 2007

S.O. 2915.—In partial modification of S.O. 1484(E) dated 11th October, 2005 issued under File No. H-11020/2/2005-Estt. and subsequent modification dated 19th April and 5th January, 2007 issued under File No. I-35019/3/2006-RTI and in pursuance of Sub-section (1) of Section 5 of the Right to Information Act, 2005 (22 of 2005), the Department of Shipping (Headquarters), Ministry of Shipping, Road Transport and Highways hereby designate :

Shri A.K. Tiwari, Deputy Secretary [Tel No. 23710505] (Room No. 536), Transport Bhavan, New Delhi-110 001 as Central Public Information Officer (CPIO) for all matters concerning Shipping Wing including Inland Water Transport (IWT) and Ship building and Ship repair in place of Shri T. S. Negi who has since retired on attaining the age of superannuation.

[F. No. I-35019/3/2006-RTI]

SUBHASH CHAND, Under Secy.

नई दिल्ली, 24 सितम्बर, 2007

का.आ. 2916.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम 4 के अनुसरण में पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग के प्रशासनिक नियंत्रण के अधीन निम्नलिखित कार्यालय में 80 प्रतिशत से अधिक कर्मचारियों द्वारा हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लेने पर उसे एतद्द्वारा अधिसूचित करती है :—

समुद्री वाणिज्य विभाग,
पोर्ट एरिया,
हार्बर एप्रोच रोड,
विशाखापट्टणम-500 035

[फा. सं. ई-11011/1/2000-हिन्दी]

राकेश श्रीवास्तव, संयुक्त सचिव

New Delhi, the 24th September, 2007

S.O. 2916.—In pursuance of sub-rule (4) of the rule 10 of the Official Language (Use for the official purpose of the Union) Rules, 1976 (as amended, 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of Shipping, Road Transport and Highways, Department of Shipping, more than 80 % of the staff of which have acquired working knowledge of Hindi :—

Mercantile Marine Department,
Port Area, Harbour Approach Road,
Visakhapatnam-530 035

[F. No. E-11011/1/2000-Hindi]

RAKESH SRIVASTAVA, Jt. Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2917.—राजनयिक और कोंसुलर की धारा अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा भारत का राजदूतावास, दोहा में श्री सुरेष कुमार सहायक को 6-9-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/1/2006]

प्रीतम लाल, अवर सचिव (कोंसु.)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 6th September, 2007

S.O. 2917.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorize Shri Suresh Kumar, Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Doha with effect from 6th September, 2007.

[No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 10 सितम्बर, 2007

का.आ. 2918.—राजनयिक और कोंसुलर अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा भारत का प्रधान कौंसलावास, हेम्बर्ग में श्री राम चरण, सहायक को 10-9-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/1/2006]

प्रीतम लाल, अवर सचिव (कोंसु.)

New Delhi, the 10th September, 2007

S.O. 2918.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorize Shri Ram Charan, Assistant to perform the duties of Assistant Consular Officer in the Consulate General of India, Hamburg with effect from 10th September, 2007.

[No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 19 सितम्बर, 2007

का.आ. 2919.—राजनयिक और कोंसुलर अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार ,एतद्द्वारा दुबई स्थित भारत के प्रधान कौंसलावास में निम्नलिखित व्यक्तियों को तत्काल प्रभाव से सहायक कोंसुलर अधिकारी की ड्यूटी करने के लिए प्राधिकृत करती है :—

1. श्री जे. पी. एस. रावत, सहायक
2. श्री पी. के. सरकार, सहायक
3. श्री एन. मुखोपाध्याय, सहायक
4. श्री लोकनाथ चैटर्जी, सहायक
5. श्री पी. आर. सचिदानन्दन, सहायक
6. श्री राजीव कुमार, सहायक
7. श्री विपिन नरूला, वैयक्तिक सहायक
8. श्री वी. साईराम, वैयक्तिक सहायक
9. श्री एन. अरिरामकृष्णन, वैयक्तिक सहायक
10. श्री राजेन्द्र पाल सिंह, वैयक्तिक सहायक
11. श्री सी. डी. पान्डेय, उच्च श्रेणी लिपिक
12. श्री सुधीर कुमार, उच्च श्रेणी लिपिक
13. श्री संजीत दास, उच्च श्रेणी लिपिक
14. श्री उमेद सिंह, उच्च श्रेणी लिपिक

[सं. टी-4330/1/2006]

प्रीतम लाल, अवर सचिव (कोंसुलर)

New Delhi, the 19th September, 2007

S.O. 2919.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorize the following persons to perform the duties of Assistant Consular Officers in the Consulate General of India, Dubai with immediate effect. :—

(i) Mr. J. P. S. Rawat, Assistant
(ii) Mr. P. K. Sarkar, Assistant
(iii) Mr. N. Mukhopadhyay, Assistant
(iv) Mr. Loknath Chatterjee, Assistant
(v) Mr. P. R. Sachidanandan, Assistant
(vi) Mr. Rajeev Kumar, Assistant
(vii) Mr. Vipin Narula, PA
(viii) Mr. V. Sairam, PA
(ix) Mr. N. Ariramakrishnan, PA
(x) Mr. Rajendra Pal Singh, PA
(xi) Mr. C. D. Pandey, UDC
(xii) Mr. Sudhir Kumar, UDC
(xiii) Mr. Sanjit Das, UDC
(xiv) Mr. Umed Singh, UDC

[F. No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2920.—राजनयिक और कोंसुलर अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा भारत का राजदूतावास, लागेस में श्री वी. के. कृष्ण कुमार, सहायक को 25-9-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/1/2006]

प्रीतम लाल, अवर सचिव (कोंसु.)

New Delhi, the 25th September, 2007

S.O. 2920.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorize Shri V. K. Krishna Kumar, Assistant to perform the duties of Assistant Consular Officer in the Office of the High Commmission of India, Lagos with effect from 25th September, 2007.

[No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा प्रभाग)

नई दिल्ली, 24 सितम्बर, 2007

का.आ. 2921.—लोक परिसर (अप्राधिकृत दखलकारों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्द्वारा नीचे दी गई तालिका के कालम (2) में उल्लिखित अधिकारी को, सरकार के राजपत्रित अधिकारी के पद के समकक्ष अधिकारी होने के नाते, उक्त अधिनियम के उद्देश्यों के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त तालिका के कॉलम (3) की सदृश प्रविष्टि में विनिर्दिष्ट लोक परिसरों के संबंध में, अपने संबंधित क्षेत्राधिकार की स्थानीय सीमाओं में उक्त अधिनियम के द्वारा या इसके अन्तर्गत सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और निहित कर्तव्यों का निष्पादन करेंगे।

तालिका

क्रम सं.	अधिकारी का नाम और पदनाम	दर्शाए गए राज्यों के अनुसार स्थानीय सीमाएं
1	2	3
1.	श्री राजेश कुमार, वरिष्ठ प्रशासनिक अधिकारी, भारतीय बागवानी अनुसंधान संस्थान, बैंगलौर।	तमिलनाडु, केरल, आंध्र प्रदेश, पांडिचेरी, दादर नागर हवेली, कर्नाटक, लक्षद्वीप।
2.	श्री एम.के. जैन, वरिष्ठ प्रशासनिक अधिकारी, भारतीय कृषि अनुसंधान संस्थान, नई दिल्ली	उत्तर प्रदेश, दिल्ली, हरियाणा, पंजाब और जम्मू एवं कश्मीर

[फा. सं. 17-11/95-जी.ए./ई.एण्डएम.]

डी. के. छतवाल, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 24th September, 2007

S.O. 2921.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officers mentioned in column (2) of the Table below, being the officers equivalent to the rank of a Gazetted Officer of the Government, to be Estate Officers for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on the Estate Officers by or under the said Act, within the local limits of their respective jurisdiction, in respect of the public premises specified in the corresponding entry in column (3) of the said Table.

TABLE

S. No.	Name and Designation of the Officer	Local limits as per States indicated
(1)	(2)	(3)
1.	Shri Rajesh Kumar, Senior Administrative Officer, Indian Instt. of Horticultural Research, Bangalore	Tamil Nadu, Kerala, Andhra Pradesh, Pondicherry, Dadra and Nagar Haveli, Karnataka Lakshadeep.
2.	Shri M. K. Jain, Senior Administrative Officer, Indian Agricultural Research Institute, New Delhi.	Uttar Pradesh, Delhi, Haryana, Punjab and Jammu and Kashmir.

[F. No. 17-11/95-GA/E&M]

D. K. CHHATWAL, Under Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 24 सितम्बर, 2007

का.आ. 2922.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है।

प्रधान महाप्रबंधक का कार्यालय, बेंगलूर दूरसंचार जिला, भारत संचार निगम लिमिटेड, बेंगलूर

1. महाप्रबंधक, प्रशासन
2. महाप्रबंधक, वाणिज्य
3. महाप्रबंधक, वित्त
4. महाप्रबंधक, टे राजस्व
5. महाप्रबंधक, संस्थापन

6. महाप्रबंधक विकास
7. महाप्रबंधक ग्रामीण
8. महाप्रबंधक केन्द्रीय
9. महाप्रबंधक पश्चिम
10. महाप्रबंधक पूर्व

[सं. ई.11016/1/2007-रा.भा.]

बलराम शर्मा, संयुक्त सचिव (प्रशासन)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

New Delhi, the 24th September, 2007

S.O. 2922.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended, 1987), the Central Government hereby notifies the following Offices under the administrative control of the Ministry of Communications and Information, Technology, Department of Telecommunications where more than 80 % of staff have acquired working knowledge of Hindi.

Office of the Principal General Manager, Bangalore Telecom District, B.S.N.L., Bangalore,

1. General Manager, Administration
2. General Manager, Commercial
3. General Manager, Finance
4. General Manager, TR
5. General Manager, Instin.
6. General Manager, Development
7. General Manager, Rural
8. General Manager, Central
9. General Manager, West
10. General Manager, East.

[No. E.-11016/1/2007 (O.L.)]

BALRAM SHARMA, Jt. Secy. (Administration)

उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 19 सितम्बर, 2007

का.आ. 2923.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को उनके आगे दर्शाई गई तिथि से रद्द कर दिया गया है।

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम संबद्ध भारतीय मानक सहित	रद्द करने की तिथि
1.	7253367	बॉस अप्लाएंसेस, प्लॉट सं. 9/5 और 9/6, दाभेल, वापी दमण रोड, दमण, दमण और दीव-396210	IS 366 : 1991 बिजली की इस्तरी	02/08/2007
2.	7151763	रेकॉर्ड इलेक्ट्रीकल्स, रेकॉर्ड हाऊस, 30, इण्डस्ट्रीयल इस्टेट, एम. जी. रोड, कांदीवली पश्चिम, मुबई-400067	IS 1293 : 2005 250 वोल्ट और 16 एम्पीयर तक की रेटित करंट के लिए प्लग और साक्रेट निर्गम	17/08/2007
3.	7151864	रेकॉर्ड इलेक्ट्रीकल्स, रेकॉर्ड हाऊस, 30, इण्डस्ट्रीयल इस्टेट, एम.जी.रोड, कांदीवली पश्चिम, मुबई-400067	IS 3854 : 1997 घरेलू और समान प्रयोजनों के लिए स्विच	11/08/2007
4.	7253468	बॉस अप्लाएंसेस, प्लॉट सं. 9/5 और 9/6, दाभेल, वापी दमण रोड, दमण, दमण और दीव-396210	IS 302 : Part 2 : Sec 3 : 1992 बिजली की इस्तरी सुरक्षा	02/08/2007

[संख्या केन्द्रीय प्रमाणन विभाग/13 : 13]

ए. के. तलवार, उप महानिदेशक (प्रमाणन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 19th September, 2007

S.O. 2923.—In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and Address of the Licensee	Article/Process with relevant Indian Standard covered by the licence cancelled	Date of Cancellation
1.	7253367	Boss Appliances, Plot No. 9/5 and 9/6, Dhabhel, Vapi-Daman Road; Daman, Daman and Diu-396210	IS 366 : 1991 Electric Iron	02/08/2007
2.	7151763	Record Electrical, Record House 30 Indl. Estate, M.G. Road, Greater Bombay, Kandivili (W), Mumbai-400067	IS 1293 : 2005 Plugs and Socket Outlets of 250 Volts and rated currents up to 16 Ampers.	17/08/2007
3.	7151864	Record Electrical, Record House 30 Indl. Estate, M.G. Road, Greater Bombay, Kandivili (W), Mumbai-400067	IS 3854 : 1997 Switches for domestic and similar purposes.	11/08/2007
4.	7253468	Boss Appliances Plot No. 9/5 and 9/6, Dhabhel, Vapi-Daman Road, Daman, Daman and Diu-396210	IS 302 : Part 2 : Sec 3 : 1992 Electric Iron, Safety	02/08/2007

[No. CMD/13 : 13]

A. K. TALWAR, DDGM

नई दिल्ली, 19 सितम्बर, 2007

का.आ. 2924.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	वैद्यता तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आई एस सं./भाग/खण्ड वर्ष
1	2	3	4	5	6
1.	7772997	26/08/2008	धनील मार्केटिंग, 13, पांडे चॉल, रूकाया पॅलेस, सोमवार बाजार, फिश मार्केट के पीछे, मालाड-पश्चिम, मुंबई-400064	बिजली के घरेलू खाद्य मिक्सर और (द्रवीपरक और ग्राइन्डर)	4250 : 1980
2.	7767806	06/08/2008	रोशन इण्डस्ट्रीज, गाला सं. 1, बरॅक सं. 588 के पास, राणा ट्रेडिंग कं. के पास, उल्हासनगर-421002	फ्लोरोसेन्ट प्रतिदीप्तबत्ती के लिए चौक भाग 1 स्विच स्टार्ट परिपथ हेतु	1534 : Part 1 : 1977

1	2	3	4	5	6
3	7772290	21/08/2008	एफ सी जी पॉवर इण्डस्ट्रीज प्रा. लि., 362/1बी, गणेश इण्डस्ट्रीयल इस्टेट, कांचीगाँव, दमण, दमण और दीव-396 210	विस्फोटी गैस पर्यावरणों के लिए बिजली के उपकरण-ज्वालासह आवरण	2148 : 2004

[संख्या केन्द्रीय प्रमाणन विभाग/13 : 11]

ए. के. तलवार, उपमहानिदेशक (प्रमाणन)

New Delhi, the 19th September, 2007

S.O. 2924.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name and Address (factory) of the Party	Porduct	IS No./Part/Sec Year
1	7772997	26/08/2008	Dhanil Marketing 13, Pandey Chawl, Rukaya Palace, Somwar Bazar Behind Fish Market Malad-West Mumbai-400064	Specification for Domestic Electric Food-Mixers (Liquidizes and Grinders)	4250 : 1980
2	776706	06/08/2008	Roshan Industries Gala No. 1, Near Bk. No. 588, Near Rana Trading Co., O.T. Section Ulhasnangar-421002	Ballasts for fluorescent lamps : Part 1 For switch start circuits	1534 : Part 1 : 1997
3	7772290	21/08/2008	FCG Power Industries Pvt. Ltd. 362/1B, Ganesh Industrial Estate, Kachigam Daman, Daman & Diu-396210	Flame proof enclosures for electrical apparatus	2148 : 2004

[No. CMD/13 : 11]

A. K. TALWAR, DDGM

नई दिल्ली, 20 सितम्बर, 2007

का.आ. 2925.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या	संशोधन की संख्या और तिथि और वर्ष	संशोधन लागू होने की तिथि
1	आई एस 13386 : 1992	संशोधन संख्या 8, अगस्त 2007	17 सितम्बर, 2007
2	आई एस 4308 : 2003	संशोधन संख्या 3, अगस्त 2007	17 सितम्बर, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों, : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 20th September, 2007

S.O. 2925.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1.	IS 13386 : 1992	Amendment No. 8, August 2007	17 September, 2007
2.	IS 4308 : 2003	Amendment No. 3, August 2007	17 September, 2007

Copy of these amendments is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : CED/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 21 सितम्बर, 2007

का.आ. 2926.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधनों की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1	9103 : 1999	2, अगस्त, 2007	18 सितम्बर, 2007
2	14959 (भाग 1) : 2001	1, अगस्त, 2007	31 अगस्त, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 21st September, 2007

S.O. 2926.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1	9103 : 1999	2, August 2007	18 September, 2007
2	14959 (Part 2) : 2001	1, August 2007	31 August, 2007

Copy of thie standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 21 सितम्बर, 2007

का.आ. 2927.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1	आई एस 13385 : 1992	संशोधन संख्या 7, अगस्त, 2007	20 सितम्बर, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-11002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 21st September, 2007

S.O. 2927.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1	IS 13385 : 1992	Amendment No. 7, August 2007	20 September 2007

Copy of these amendments is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

कोयला मंत्रालय

आदेश

नई दिल्ली, 25 सितम्बर, 2007

का.आ. 2928.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 155 तारीख 11 जनवरी, 2007, भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 20 जनवरी, 2007 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि

और भूमि में, या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर आत्यांतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार, का यह समाधान हो गया है कि महानदी कोलफिल्ड्स लिमिटेड, संबलपुर, उड़ीसा (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि और उस पर के सभी अधिकार, तारीख 20 जनवरी, 2007 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएंगे, अर्थात् :

1. उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. उक्त कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त कंपनी द्वारा वहन किये जायेंगे;

3. उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरूद्ध किन्हीं कार्यवारियों के संबंध में आवयश्क हो ;

4. उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और भूमि या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ;

5. उक्त कंपनी, ऐसे निदेशों और शर्तों को, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ठ क्षेत्रों के लिए दिए जाएं, पालन करेगी।

[सं. 43015/6/2003-पी.आर.आई.डब्ल्यू.]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

ORDER

New Delhi, the 25th September, 2007

S.O. 2928.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 155 dated 11th January, 2007 in the Gazette of India, Part - II Section -3, Sub-section (ii), dated the 20th January, 2007, issued under sub- section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over such land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur, Orissa, (hereinafter referred to as the said Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs, that the said lands and rights so vested shall with effect from 20th January, 2007 instead of continuing to so vest in the Central Government, vest in the Company, subject to the following terms and conditions, namely :

1. the said Company shall reimburse to the Central Government all payments made in respect of compensation, interests, damages and the like, as determined under the provisions of the said Act;

2. A Tribunal shall be constituted for the purpose of determining the amount payable to the Central Government by the said Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the right in or over the said lands, so vested, shall also be borne by the said Company;

3. The said Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vested;

4. The said Company shall have no power to transfer the said lands and the rights to any other person without the previous approval of the Central Government; and

5. The said Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/6/2003-PRIW]

M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 26 सितम्बर, 2007

का.आ. 2929.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 629, तारीख 13 फरवरी, 2007, भारत के राजपत्र, भाग II, खण्ड 3, (ii), तारीख 03 मार्च, 2007 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में, या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर आत्यांतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफिल्डस लिमिटेड, बिलासपुर (छत्तीसगढ़) सरकारी कम्पनी (जिसे इसमें इसके पश्चात् उक्त कम्पनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है ;

अत:, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार, तारीख 03 मार्च, 2007 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कम्पनी में निहित हो जाएंगे, अर्थात् :

1. उक्त कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. उक्त कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कम्पनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों, जैसे अपील आदि की बावत उपगत सभी व्यय भी, कम्पनी द्वारा वहन किये जायेंगे ;

3. उक्त कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरूद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

4. उक्त कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

5. उक्त कम्पनी को, ऐसे निदेशों और शर्तों को, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किये जाएं, पालन करेगी ।

[मि. सं. 43015/9/2003-पी.आर.आई.डब्ल्यू.]

एम. शहाबुद्दीन, अवर सचिव

ORDER

New Delhi, the 26th September, 2007

S.O. 2929.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 629, dated the 13th February, 2007 in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 3rd March, 2007 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said rights) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Chhattisgarh) a Government Company (hereinafter referred to as the Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powes conferred by sub-section (1) of Section 11 of the Coal Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said rights in or over the lands and rights so vested, shall, effect from the 3rd March, 2007 instead of continuing to vest in the Central Government vest in the said Company, subject to the following terms and conditions, namely :—

(1) the said Company shall reimburse the Central Government all payments made in respect of compensation, interest damages and the like as determined under the provisions of the said Act;

(2) a Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Company under condition (1), and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceeding like appeals etc. for or in connection with the rights in or over the said lands, so vesting shall also be borne by the said Company;

(3) the said Company shall indemnity the Central Government or its official against any other expenditure may be necessary in connection with any proceedings by or against the Central Government or its official regarding the rights in or over the said lands vesting ;

(4) the said Company shall have no power to transfer the said land to any other person without the previous approval of the Central Government; and

(5) the said Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/9/2003-PRIW]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 26 सितम्बर, 2007

का.आ. 2930.—भारत के राजपत्र के भाग II, खंड 3, उप-खंड (ii) दिनांक 24 फरवरी, 2007 में प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना संख्या का.आ. 563, दिनांक 14 फरवरी, 2007 के अंग्रेजी रूपांतर के पैराग्राफ 3 में अंक, अक्षर और शब्द "15 जुलाई, 2006" के स्थान पर अंक, अक्षर और शब्द "22 जुलाई, 2006" लिखे जायेंगे ।

[मिसिल सं. 43015/14/2003-पीआरआईडब्ल्यू]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 26th September, 2007

S.O. 2930.—In the English version of the notification of the Government of India, in the Ministry of Coal number S.O. 563 dated the 14th February, 2007, published in Gazette of India, Part-II, Section 3, Sub-section (ii) dated 24th February, 2007, in paragraph 3, for the figures letters and word "15th July, 2006" figures, letters and word "22nd July, 2006" shall be substituted.

[File No. 43015/14/2003-PRIW]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 सितम्बर, 2007

का. आ. 2931.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3709 तारीख 13 सितम्बर, 2006 द्वारा उस अधिसूचना से संलग्न अनुसूची में, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा प्राकृतिक गैस के परिवहन के लिए काकीनाडा-हैदराबाद-उरान-अहमदाबाद गैस पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 31 जुलाई, 2007 को अथवा उससे पहले उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, में निहित होगा ।

अनुसूची

तहसील : उमरगाम जिला : वलसाड राज्य : गुजरात

गांव का नाम	सर्वे नंबर/ब्लॉक नं.	आर ओ यू अर्जित करने के लिये क्षेत्रफल: हेक्टर	एयर	चौ.मी.
1	2	3	4	5
1. झरोली	141	01	13	38
	143	00	81	33
	144	00	04	85
	145	00	16	51

तहसील : पारडी जिला : वलसाड राज्य : गुजरात

1	2	3	4	5
1. डुंगरा	115	00	06	03
	122	00	25	63
2. पंडोर	249	00	66	63
	218	00	16	95
	213	00	31	69

[फा. सं. एल-14014/40/2004-जी.पी.]

एस. बी. मंडल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th September, 2007

S.O. 2931.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 3709 dated 13th September, 2006, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said

Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Kakinada—Hyderabad—Uran—Ahmedabad gas pipeline by M/s Reliance Gas Transportation Infrastructure Limited;

And, whereas copies of the said Gazette notification were, made available to the public on or before 31st July, 2007;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein :

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline :

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited free from all encumbrances.

SCHEDULE

Tehsil : Umargam	District : Valsad	State : Gujarat		
		Area to be acquired for RoU		
Name of the Village	Survey No./ Block No.	Hectare	Are	Sq.m
1	2	3	4	5
1. Zaroli	141	01	13	38
	143	00	81	33
	144	00	04	85
	145	00	16	51

Tehsil : Pardi	District : Valsad	State : Gujarat		
1	2	3	4	5
1. Dungara	115	00	06	03
	122	00	25	63
2. Pandor	249	00	66	63
	218	00	16	95
	213	00	31	69

[F. No. L-14014/40/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 24 सितम्बर, 2007

का.आ. 2932.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रम गेल (इंडिया) लिमिटेड, अंचल कार्यालय, 6-3-871, तृतीय तल, स्नेहलता बिल्डिंग, ग्रीनलैंड्स रोड, बेगमपेठ, हैदराबाद-500016 (आंध्र प्रदेश) कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या 11011/1/2007(हिन्दी)]

प्रभ दास, संयुक्त सचिव

New Delhi, the 24th September, 2007

S.O. 2932.—In pursuance of Sub-Rule (4) of Rule 10 of the official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the public Sector undertaking Gail (India) Limited, Zonal Office, 6-3-871, 3rd Floor, Snehlata Building, Green Lands Road, Begampeth, Hyderabad-500016 (A.P.) under the administrative control of the Ministry of Petroleum & Natural Gas, in which more than 80 percent staff have acquired working Knowledge of Hindi.

[No. 11011/1/2007(Hindi)]

PRABH DAS, Jt. Secy.

नई दिल्ली, 25 सितम्बर, 2007

का. आ. 2933.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड की आन्ध्रप्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में नलगोंडा जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलाएंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित हैं, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाईन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री पी. बुच्चा रेड्डी, सक्षम प्राधिकारी, रिलाएंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, प्लाट नं. 501, डोर नं. 6-3-1238/501, 5 फ्लोर, एलिगेंट अपार्टमेंट्स, राजभवन रोड, सोमाजीगुडा-500082, हैदराबाद, आन्ध्रप्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

सं. गांव का नाम	सर्वे सं./ सब डिविजन सं.	हेक्टर	एयर	सिएंयर
मंडल : कोदाड	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
		आर ओ यू अर्जित करने के लिये क्षेत्रफल		
1	2	3	4	5
1. अनंतगिरि	976**	0	04	20
2. खानापूर	50**	0	31	05
	90**	0	14	50
3. चिमिर्याल	117**	0	04	00
4. तम्मरबंडापालेम्	78	0	00	10
मंडल : नडिगूडेम्	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. रामापुरम	42**	0	15	15
	64**	0	03	10
	65**	0	03	00
	66**	0	10	85
2. नडिगूडेम्	305	0	03	40
	306**	0	16	60
	308**	0	07	15
	309	0	35	45
मंडल : मुनगाला	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. रेपाला	983/3	0	08	10
	1015/2***	0	37	60
	1052/2***	0	02	65
मंडल : मोते	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. नामावरम्	222***	0	01	80
	236***	0	00	10
	237***	0	00	25
	570***	0	00	20
	770***	0	02	90
	771***	0	01	40
	781	0	07	60
मंडल : चिव्वेमला	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. तिम्मापुरम्	57***	0	02	30
	106***	0	05	85
2. चिव्वेमला	320***	0	12	95
	450***	0	00	10
	463***	0	03	25
	573***	0	02	75
3. वट्टिखम्ममपाहाड	641***	0	00	10
	644***	0	16	70
4. कुडकुडा	139***	0	13	80
मंडल : सूर्यापेट	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. पिन्नय्यापालेम्	158***	0	00	10
1. रामन्नागूडेम्	55***	0	09	00
मंडल : केतेपाल्लि	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. कासनगूडा	162***	0	08	00
	169***	0	00	60
	190***	0	05	90
2. गुडिवाडा	83***	0	02	00
	96***	0	09	20
	163***	0	10	20
मंडल : नक्रिकल्	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. पालेम	95$	0	00	10
मंडल : शालिगौरारम्	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. पेरका कोन्डारम्	235$	0	08	05
	237$	0	03	30
	577$	0	00	10
	590$	0	23	65
	600$	0	09	40
2. अड्लूर	15$	0	06	00
	256$	0	11	70
	260$	0	00	10
	341$	0	03	20
	360$	0	02	00
	365$	0	23	00
3. भैरुनीबंडा	186$	0	01	10
	253$	0	00	10
मंडल : रामन्नापेटा	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. येरावरम्	125$	0	09	15
मंडल : वोलिगोंडा	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. वेमुलाकोंडा	225$	0	00	40
2. येलुवरती	335$	0	00	10
3. पहिल्वानपुर	305$	0	24	05
मंडल : भुवनगिरि	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. येरंबल्लि	72*	0	37	00
2. अनंतावरम	136*	0	00	10
	211*	0	00	30
मंडल:बोम्मलरामारम्	जिला : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1. मैलारम	139/5*	0	00	15
2. तूमकुन्टा	275*	0	14	60

*का.आ. 1756 दिनांक 16-06-2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

**का.आ. 1757 दिनांक 16-06-2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

***का.आ. 1836 दिनांक 01-07-2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

$का.आ. 1837 दिनांक 02-07-2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

[फा. सं. एल-14014/24/2003-जी.पी.]

एस.बी. मण्डल, अवर सचिव

New Delhi, the 25th September, 2007

S.O. 2933.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from structures in Andhra Pradesh of M/s. Reliance Industries Limited, to the various consumers of District Nalgonda in State of Andhra Pradesh, a pipeline should be laid by M/s. Reliance Gas Transportation Infrastructure Limited ;

And whereas it appears to the Government of India that for the purpose of laying such pipeline, it is necessary to acquire Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein ;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of the User therein for laying the pipeline under the land to Shri P. Butcha Reddy, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Plot No. 501, Door No. 6-3-1238/501, 5th Floor, Elegant Apartments, Raj Bhavan Road, Somajiguda-500 082, Hyderabad, Andhra Pradesh State.

SCHEDULE

Mandal : Kodad District : Nalgonda State : Andhra Pradesh

Village	Survey No./ Sub-Division No.	Area to be acquired for RoU		
		Hectare	Are	C-Are
1	2	3	4	5
1. Ananthagiri	976**	0	04	20
2. Khanapur	50**	0	31	05
	90**	0	14	50
3. Chimiryal	117**	0	04	00
4. Tammarab-andapalem	78	0	00	10
Mandal : Nadigudem	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Ramapuram	42**	0	15	15
	64**	0	03	10
	65**	0	03	00
	66**	0	10	85
2. Nadigudem	305	0	03	40
	306**	0	16	60
	308**	0	07	15
	309	0	35	45
Mandal : Munagala	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Repala	983/3	0	08	10
	1015/2***	0	37	60
	1052/2***	0	02	65
Mandal : Mothey	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Namavaram	222***	0	01	80
	236***	0	00	10
	237***	0	00	25
	570***	0	00	20
	770***	0	02	90
	771***	0	01	40
	781	0	07	60
Mandal : Chivemla	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Timmapuram	57***	0	02	30
	106***	0	05	85
2. Chivemla	320***	0	12	95
	450***	0	00	10
	463***	0	03	25
	573***	0	02	75
3. Vattikhammam-pahad	641***	0	00	10
	644***	0	16	70
4. Kudkuda	139***	0	13	80
Mandal : Suryapeta	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Pinnaiapalem	158***	0	00	10
2. Ramannagudem	55***	0	09	00
Mandal : Kethepalli	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Kasangooda	162***	0	08	00
	169***	0	00	60
	190***	0	05	90
2. Gudivada	83***	0	02	00
	96***	0	09	20
	163***	0	10	20
Mandal : Nakrekal	**District : Nalgonda**	**State : Andhra Pradesh**		
1. Palem	95$	0	00	10

1	2	3	4	5
Mandal : Shaligowraram	District : Nalgonda	State : Andhra Pradesh		
1. Perkakondaram	235$	0	08	05
	237$	0	03	30
	577$	0	00	10
	590$	0	23	65
	600$	0	09	40
2. Adloor	15$	0	06	00
	256$	0	11	70
	260$	0	00	10
	341$	0	03	20
	360$	0	02	00
	365$	0	23	00
3. Bhairunibanda	186$	0	01	10
	253$	0	00	10
Mandal : Ramannapet	District : Nalgonda	State : Andhra Pradesh		
1. Yennavaram	125$	0	09	15
Mandal : Voligonda	District : Nalgonda	State : Andhra Pradesh		
1. Vemulakonda	225$	0	00	40
2. Veluvarthy	335$	0	00	10
3. Pehalvanpur	305$	0	24	05
Mandal : Bhuvanagiri	District : Nalgonda	State : Andhra Pradesh		
1. Yerrambelli	72*	0	37	00
2. Ananthavaram	136*	0	00	10
	211*	0	00	30
Mandal : Bommalaramaram	District : Nalgonda	State : Andhra Pradesh		
1. Mylaram	139/5*	0	00	15
2. Thoomkunta	275*	0	14	60

*Additional area to 3(1) Notification S.O. 1756 dated 16-06-2003

**Additional area to 3(1) Notification S.O. 1757 dated 16-06-2003

***Additional area to 3(1) Notification S.O. 1836 dated 01-07-2003

$Additional area to 3(1) Notification S.O. 1837 dated 02-07-2003

[F. No. L-14014/24/2003-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 28 सितम्बर, 2007

का. आ. 2934.—केन्द्रीय सरकार ने पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (अ) के अनुसरण में 27 नवम्बर - 3 दिसम्बर, 2005 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4526 तारीख 30 नवम्बर, 2005 में निम्नलिखित रूप से संशोधन करती है, अर्थात:- उक्त अधिसूचना की अनुसूची में, स्तम्भ 1 में,

(i) क्रम सं॰ 3 पर "श्री के. एन. साहा, उप प्रचालन प्रबन्धक", शब्दों के स्थान पर, "श्री आई. एम. सिंह, उप प्रबन्धक (टी एण्ड आई)", शब्द रखे जाएंगे।

(ii) क्रम सं॰ 4 पर "श्री के. के. चौधरी, वरिष्ठ प्रचालन प्रबन्धक", शब्दों के स्थान पर, "श्री अशोक कुमार, प्रचालन प्रबन्धक", शब्द रखे जाएंगे।

(iii) क्रम सं॰ 6 पर "श्री वी.के. पवार, तकनीकी सेवाएं प्रबन्धक", शब्दों के स्थान पर, "श्री गौतम दास, वरिष्ठ तकनीकी सेवाएं प्रबन्धक", शब्द रखे जाएंगे।

[संख्या आर-25011/9/2007- ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 28th September, 2007

S.O. 2934.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 4526 dated 30th November, 2005, published in the Gazzette of India on November 27—December 3, 2005, namely :-

In the said notification, in the Schedule, in column (1).

(i) at sl. No. 3, for the words "Shri K.N. Saha, Deputy Operations Manager" the words, "Shri I.M. Singh, Deputy Manager (T&I)", shall be substitued.

(ii) at sl. No.4 for the words "Shri K.K.Choudhary, Senior Operations Manager", the words, "Shri Ashok Kumar, Operations Manager", shall be substitued.

(iii) at sl. No.6 for the words "Shri V.K. Pawar, Technical Services Manager" the words, "Shri Gautam Das, Senior Technical Services Manager ", shall be substitued

[No. R-25011/9/2007-OR-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 1 अक्तूबर, 2007

का.आ. .–2935 सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली)अधिनियम , 1971 (1971का 40) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा नीचे दी गई तालिका के कॉलम 2 में उल्लिखित इंजीनियर्स इंडिया लिमिटेड के अधिकारियों को सरकार के राजपत्रित अधिकारी की श्रेणी के समतुल्य अधिकारी होने के नाते उक्त अधिनियम के प्रयोजनार्थ पट्टायुक्त और कंपनी स्वामित्व वाले परिसरों के मामले में बतौर संपदा अधिकारी नियुक्त करती है जो इस अधिनियम द्वारा या के तहत संपदा अधिकारी को प्रदत्त शक्तियों का उपयोग तथा निहित दायित्वों का निर्वहन अपने – अपने अधिकार क्षेत्र की स्थानीय सीमा के दायरे में तद्नुरूपी तालिका के कॉलम (3) की प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के मामले में करेंगे।

तालिका

क्रम सं.	इंजीनियर्स इंडिया लिमिटेड के अधिकारियों का पदनाम	सरकारी स्थानों की श्रेणियां और स्थानीय अधिकार क्षेत्र दायरा
(1)	(2)	(3)
1.	उप महाप्रबंधक (प्रशा.)/(कार्मिक)/(संपदा प्रबंधन)	दिल्ली, गुड़गांव, फरीदाबाद, नोएडा एवं गाजियाबाद शहरी क्षेत्र में आवासीय/सरकारी प्रयोजनों के लिए पट्टायुक्त और कंपनी स्वामित्व वाले परिसर ।
2.	प्रमुख, क्षेत्रीय कार्यालय और प्रमुख, शाखा कार्यालय, मुम्बई, जो उप महाप्रबंधक स्तर से नीचे न हो ।	क्षेत्रीय कार्यालय और ब्रांच कार्यालय के संबंधित प्रमुखों के अधिकार क्षेत्र में कोलकाता, चेन्नई, मुम्बई और वडोदरा शहरी क्षेत्र में आवासीय/सरकारी प्रयोजन के लिए पट्टायुक्त और कंपनी स्वामित्व वाले परिसर ।
3.	आवासीय निर्माण प्रबंधक/प्रमुख क्षेत्रीय अधिप्राप्ति कार्यालय, जो वरिष्ठ प्रबंधक स्तर से नीचे न हों ।	भारत के सभी राज्यों और संघ राज्य क्षेत्रों के अधिकार क्षेत्र में विभिन्न साइटों और साइट कार्यालयों/क्षेत्रीय अधिप्राप्ति कार्यालयों में आवासीय/सरकारी प्रयोजन हेतु पट्टायुक्त और कंपनी स्वामित्व वाले परिसर ।

[फाईल संख्या-आर.-26027/3/2007 ओ. आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st October, 2007

S.O. 2935.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers of Engineers India Ltd. mentioned in column (2) of the Table below, being the officers equivalent to the rank of a Gazetted Officer of the Government, to be Estate Officers in respect of leased and company owned premises for the purpose of the said Act, who shall exercise the power conferred, and perform the duties imposed, on the estate officers by or under the said Act, within the local limits of their respective jurisdiction, in respect of the public premises specified in the corresponding entry in column (3) of the said Table :

TABLE

Sl. No.	Designation of the Officer of the Engineers India Limited	Categories of Public premises and local limits of jurisdiction
(1)	(2)	(3)
1.	Dy. General Manager (Admn.)/(Personnel)/ (Estate Management)	Leased and company owned premises for residential/official purposes in urban agglomeration of Delhi, Gurgaon, Faridabad, Noida and Ghaziabad.
2.	Head, Regional Offices and Head Branch Office, Mumbai not below the rank of Dy. General Manager.	Leased and company owned premises for residential/official purposes in urban agglomeration of Kolkata, Chennai, Mumbai and Vadodara under the jurisdiction of respective Heads of Regional Offices and Branch Office.
3.	Resident Construction Manager/Head Regional Procurement Office not below the rank of Senior Manager.	Leased and company owned premises for residential/official purposes in various sites and site offices Regional Procurement Offices in all the States and Union Territories of under their respective jurisdiction.

[File No. R-26027/3/2007-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 4 अक्तूबर, 2007

का. आ. 2936.—केन्द्रीय सरकार, को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनालि कि रिफैनेरी से देवनगुंदि टर्मिनल, बैंगलोर तक पेट्रोलियम उत्पादनों के परिवहन के लिए चेन्नई-बैगंलोर पाइपलाइन परियोजना के कार्यन्वयत हेतु इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइप लाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्किस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबध में श्री जी. जयराज, सक्षम प्राधिकारी, इंडियन आयल कार्पोरेशन लिमिटेड, ए. टि. एफ्. और चेन्नई-बैंगलोर पाइपलाइन परियोजना, सं. 10, तिरु-भि-का स्ट्रीट, राजाजिपुरम, तिरुवालुर, तमिलनाडु-602001 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : उत्थुकोटाइ जिला : तिरुवालुर राज्य : तमिलनाडु

गाँव का नाम	सर्वेक्षण सं- खण्ड सं.	उप- खण्ड सं.	क्षेत्रफल हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6
93, कोट्टाकुप्पम	237	-	00	22	60
	115	3बी	00	07	16
	106	2	00	01	78
	106	1	00	08	63
	107	2	00	00	40
	97	2ए	00	25	85
	97	1ए	00	18	67
	94	2बी	00	03	30
	94	2ए	00	12	60
	94	1	00	17	44
	94	3	00	01	31
	95	1ए	00	00	40
	95	1बी	00	00	40
94-आनंदनककवक्कम	208	2	00	02	24
94-आनंदनककवक्कम	208	3	00	02	16
	208	1	00	29	89
	207	3ए	00	04	39
	207	3बी	00	05	30
	207	1ए2	00	10	94
	207	1ए1	00	03	00
	206	-	00	23	94
	211	1ए1सी	00	00	40
	211	1ए1ए	00	02	63
	199	3बी	00	10	24
	199	3ए	00	02	41
	218	2	00.	01	32
	219	-	00	14	18
	220	-	00	07	42
	222	2ए	00	07	24
	222	1	00	06	33
	266	2बी	00	04	58
	266	2ए	00	11	54
	266	1	00	00	40
	272	3	00	00	40
	272	1	00	14	61
	278	3सी	00	06	34
	278	5	00	01	00
	278	2बी	00	07	56
	278	1ए	00	06	17
	278	1बी	00	06	01
	279	2	00	01	00
	279	1	00	07	56
95. माडाभिलागम	299	3	00	05	14
	299	2	00	06	90
	299	1	00	07	33
	300	3	00	00	40
	300	2	00	01	71
	300	1	00	04	37
	305	1बी	00	04	81
	305	1ए	00	01	88
	303	3बी	00	00	40
	302	3	00	04	28
	302	1	00	03	95
	290	3	00	06	74
	290	2ए	00	05	76
	290	1	00	04	66
	287	4	00	04	50
	287	2	00	11	33
	267	-	00	02	42
	266	5ए	00	02	45

(1)	(2)	(3)	(4)	(5)	(6)
95. माडाभिलागम (जारी)	266	5बी	00	03	96
	266	4	00	12	78
	266	2	00	00	40
	266	3	00	00	40
	266	1	00	05	94
	262	1	00	00	40
	262	2	00	06	42
	268	1	00	00	40
	269	5	00	00	52
	269	4	00	00	96
	269	3	00	01	55
	269	2	00	03	10
	269	1	00	04	72
78. तिरूकांडालाम	129	2सी	00	02	86
	129	2बी	00	06	35
	129	2ए	00	00	40
	129	1	00	07	06
	128	2	00	01	41
	127	3	00	03	51
	127	2	00	09	76
	111	4	00	00	47
	111	3	00	05	25
	111	2	00	12	14
	110	2	00	04	32
	109	2बी	00	05	09
	108	2सी	00	00	40
	100	3सी	00	10	83
	100	3बी	00	00	54
	100	3ए	00	00	53
	101	3बी	00	00	40
	101	3ए	00	00	40
	101	1	00	06	12
	102	2	00	11	89
	356	2	00	05	42
	356	1ए	00	12	54
	359	-	00	00	72
	360	3	00	03	87
	360	1	00	00	40
	354	3बी 1	00	00	67
	354	3ए	00	03	05
	354	2	00	02	76
	354	1	00	02	64
	361	2	00	05	50
	361	1	00	15	12
	362	2ए	00	07	05
	362	1बी	00	03	03
	362	1सी	00	06	68
78. तिरूकांडालाम	362	1ए2	00	09	21
	364	4	00	15	96
	364	2	00	01	85
	369	2	00	00	40
	369	1	00	07	69
	368	-	00	18	89
	367	5सी	00	05	20
	367	7बी	00	00	40
	371	2	00	07	65
	371	1	00	11	72
	374	2बी	00	00	41
	374	1बी	00	00	40
	374	2ए	00	01	40
	374	1ए	00	03	63
76. पेरूमुडिवक्कम	63	6	00	00	40
	63	7	00	08	46
	63	8	00	10	06
	63	9ए1	00	04	93
	58	4	00	01	77
	58	2	00	03	74
	58	1सी	00	02	94
	58	1बी	00	03	09
	58	1ए	00	05	04
	55	3ए	00	03	97
	55	2	00	03	42
	55	1	00	06	81
	54	2	00	04	41
	54	1	00	08	07
	52	1	00	03	25
	17	1बी	00	01	43
	21	8	00	02	44
	21	7	00	03	39
	21	6	00	03	98
	21	5	00	03	94
	21	1डी	00	07	57
	21	4	00	05	91
	21	3	00	04	02
	21	1ए2	00	02	00
	21	1ए1ए2	00	09	75
	22	4	00	02	62
	22	5	00	03	05
	22	3	00	00	44
	22	2	00	02	41
	22	1सी	00	02	35
	22	1बी4	00	05	25
	22	1बी3	00	03	50
	22	1बी2	00	03	38

(1)	(2)	(3)	(4)	(5)	(6)
76. पेरूमुडिवक्कम	22	1बी1	00	06	46
	23	1	00	02	14
75. आलिञ्जिवक्कम	12	2	00	09	05
	17	3	00	11	25
	11	1बी	00	02	95
	17	1	00	07	05
	18	4	00	17	03
	18	3	00	19	92
	113	5बी	00	13	32
	113	5ए	00	08	90
	113	4बी	00	18	03
	112	1ए2	00	22	56
	111	1एफ	00	37	80
	111	1ए	00	23	75
74. आर्थगिकावानूर	114	1बी	00	07	40
	114	1ए	00	00	40
	112	8बी	00	16	22
	112	8ए	00	00	40
	112	5बी	00	06	67
	112	4बी	00	05	74
	112	4ए	00	02	50
	111	1	00	14	24
	75	2	00	06	12
	75	1	00	04	43
	76	-	00	12	00
	74	-	00	00	40
	77	-	00	05	15
	105	2बी	00	00	40
	105	2ए	00	00	87
	105	1बी2सी	00	00	40
	105	1बी 2बी	00	00	82
	105	1बी 2ए	00	02	66
	105	1बी 1	00	07	70
	78	-	00	03	21
	85	2बी2	00	05	30
	85	2बी1	00	07	02
	85	2ए2	00	03	60
	85	2ए1	00	02	05
	85	1बी	00	01	62
	85	1ए	00	03	34
	84	2	00	09	36
	84	1	00	02	99
	83	3बी	00	01	38
	83	3ए	00	04	29
	83	2बी	00	04	68
	83	2ए	00	04	96
	83	1	00	09	23
	82	-	00	11	76

(1)	(2)	(3)	(4)	(5)	(6)
74. आर्थगिकावानूर	91	2	00	10	19
	91	1	00	13	94
	92	-	00	06	84
	93	1	00	10	80
	93	2	00	06	84
	49	-	00	11	68
	48	-	00	04	13
	47	-	00	04	20
	258	2	00	12	48
	257	-	00	00	59
	256	2	00	23	20
	252	-	00	05	40
	244	2बी	00	11	81
	244	1	00	10	41
	240	-	00	10	39
	239	-	00	05	95
	238	2	00	04	08
	238	1	00	00	63
	220	1	00	08	16
	222	1	00	00	71
	221	1	00	01	06
	221	2	00	00	81
	235	4ए	00	06	30
	235	4बी	00	00	46
	235	3	00	14	04
	235	1	00	02	81
73. पुन्नापक्कम	6	2	00	24	40
	6	1	00	00	40
	5	2	00	11	12
	3	-	00	09	74
	275	3	00	12	12
	275	1	00	01	16
71. मांबाल्लम	6	1	00	00	40
	5	2	00	00	97
	5	1बी	00	01	93
	5	1ए	00	02	96
	4	2	00	08	68
	4	1	00	13	43
	3	2बी	00	08	51
	3	2ए	00	03	86
	3	1सी	00	03	96
	3	1बी	00	04	20
	3	1ए	00	07	20
	2	1	00	10	08
70. कादरभेडु	108	-	00	04	86
	111	-	00	36	36

(1)	(2)	(3)	(4)	(5)	(6)
70. कादरभेडु (जारी)	112	—	00	12	00
	91	—	00	28	26
	89	—	00	15	66
	88	—	00	19	08
	86	2	00	14	17
	85	—	00	17	64
	84	—	00	03	24
25. भेमवेडु	1	4	00	18	42
	1	5	00	02	10
	1	3	00	06	48
	1	2बी	00	11	40
	1	2ए	00	00	48
	30	1	00	09	00
	30	3	00	07	20
	30	4ए	00	01	50
	30	4बी	00	01	32
	30	5	00	05	40
	29	9	00	12	60
	29	3	00	01	00
	29	6	00	09	00
	44	3	00	01	25
	44	2	00	00	40
	33	4	00	21	24
	39	2	00	05	40
	35	2	00	27	00
	35	1सी	00	00	70
	36	3	00	02	15
	92	3	00	02	52
	92	2	00	08	50
	110	2	00	21	24
	110	1	00	15	48
	111	5	00	04	32
	111	6	00	05	94
	111	2	00	03	64
	111	3	00	01	26
	111	1	00	04	50
	113	5	00	02	64
	113	6	00	05	70
	113	13	00	03	20
	113	7	00	03	52
	113	12	00	00	50
	113	11	00	00	45
	113	8	00	03	91
	113	1	00	04	14
	122	2ऐच	00	11	16
	122	2जी	00	05	00
	122	2एफ	00	02	58
	122	2डी	00	04	29

(1)	(2)	(3)	(4)	(5)	(6)
25. भेमवेडु	122	2ई	00	03	00
	122	2सी	00	03	64
	122	2ए	00	03	96
	122	1	00	16	60
	117	—	00	00	50
	134	3	00	13	50
	136	1बी	00	07	75
	136	1ए	00	05	40
	135	9	00	00	60
	135	10	00	09	45
	135	11	00	08	28
	138	1सी	00	06	00
	138	1जी	00	01	26
	138	1डी	00	10	08
24. मेयुर	33	2ए	00	22	68
	33	1सी1	00	06	12
	33	1सी2	00	14	89
	33	1बी1	00	04	72
	35	3ए	00	03	60
	35	2बी	00	14	00
	35	1बी	00	00	67
	35	1ए	00	07	20
	35	2ए1	00	01	30
	52	6	00	10	62
	52	5	00	07	35
	52	4	00	00	50
	52	3	00	01	40
	52	2	00	01	96
	54	2बी	00	12	24
	54	1	00	09	00
	55	8	00	07	92
	55	7	00	05	04
	55	6	00	07	20
	55	4	00	06	30
	55	3	00	02	52
	56	—	00	02	70
	145	2बी	00	05	96
	134	2	00	03	60
	134	1	00	09	16
	136	3बी	00	.02	03
	136	3ए1	00	04	58
	136	2ए2.	00	02	88
	136	2ए1	00	04	62
	136	1ए	00	06	59
	143	—	00	00	40
	142	—	00	08	67

(1)	(2)	(3)	(4)	(5)	(6)
24. मेयुर (जारी)	141	1बी2	00	00	40
	141	1ए	00	03	08
	168	3	00	01	68
	168	1बी	00	06	90
	169	—	00	09	52
	171	2	00	10	11
	172	—	00	09	90
	176	2	00	06	66
	177	2	00	03	57
	177	1	00	08	81
	220	2	00	09	86
	220	1	00	08	16
	222	2	00	00	84
	221	2	00	01	68
	217	3	00	05	76
	217	2	00	00	40
	218	1	00	04	14
	218	2	00	00	40
	204	6	00	10	08
	204	7	00	00	40
	205	2	00	11	70
	205	1	00	08	10
	206	—	00	07	69
	207	—	00	05	31
	208	—	00	06	52
	658	—	00	04	00
	657	7	00	01	89
	657	6	00	15	12
	657	5	00	02	07
	657	2सी	00	08	76
	657	1जी	00	00	60
	657	2ए	00	02	64
	657	1एफ	00	07	02
20. कोराक्कांथाडालाम	2	2	00	07	52
	2	3	00	26	32
	14	3डी	00	01	35
	14	3सी	00	15	03
	14	2	00	09	36
	14	1	00	09	22
	15	—	00	25	37
21. देवांडभक्कम	115	—	00	01	26
	137	6	00	04	00
	137	5	00	07	38
	137	2	00	07	20
	137	3	00	00	40
	138	3	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)
21. देवांडभक्कम	138	2	00	07	14
	138	1	00	06	30
	139	—	00	06	23
	141	4	00	17	16
	142	1	00	16	56
	142	4	00	01	08
	227	1	00	18	90
	229	1बी	00	27	18
	229	1ए	00	09	08
	224	7	00	08	18
	224	3	00	06	60
	224	2	00	00	90
	232	5	00	16	56
	232	4	00	07	56
	232	2बी	00	07	05
	232	1बी	00	05	45
	251	—	00	13	32
19. ओडाप्पाइ	17	—	00	16	38
	14	2	00	15	84
	14	1सी	00	06	84
	11	2बी	00	07	20
	11	2सी	00	19	68
	10	1	00	01	53
	8	9सी	00	05	55
	8	9डी	00	00	54
	8	9बी	00	02	70
	8	9ए	00	02	63
	8	8	00	10	08
	8	7	00	09	20
	8	6	00	00	60
	3	3बी5	00	05	40
	3	3बी4	00	06	10
	3	3बी1	00	04	06
	3	3ए	00	01	61
	3	3बी2	00	01	44
	3	5ए	00	06	30
	3	4ए	00	05	50
	3	4बी	00	01	40
16. आट्टामवक्कम	17	2	00	06	40
	17	1सी	00	00	40
	17	1डी	00	06	38
	15	2	00	01	54
	24	2ए1	00	07	66
	24	1	00	07	42

(1)	(2)	(3)	(4)	(5)	(6)
16. आट्टामवक्कम (जारी)	25	1डी	00	04	86
	25	1ए	00	04	68
	25	1बी	00	03	51
	25	2बी	00	00	55
	25	2ए1	00	00	98
	30	1बी	00	05	54
	30	1ए	00	05	52
	31	7	00	01	37
	31	8	00	05	14
	31	5	00	07	20
	31	4	00	04	20
	31	3	00	00	42
	29	1	00	03	22
	37	1ए	00	10	65
	33	2	00	13	32
	35	2	00	00	40
	35	1	00	00	89
	68	4ए2	00	00	40
	68	4बी	00	18	90
	68	3	00	06	09
	68	5बी1	00	00	40
	68	5सी	00	04	69
	72	2जी	00	01	48
	72	2जे	00	04	95
	72	2आई	00	00	51
	45	2ए	00	17	31
	47	1	00	09	77
	47	2	00	00	40
	48	7	00	03	78
	48	6	00	04	20
	48	5	00	02	48
	48	4	00	01	36
	48	1ई	00	00	40
	48	1एफ	00	01	00
	49	—	00	03	55
	50	3ए	00	00	40
	50	4बी	00	05	22
	50	4ए	00	01	16
	50	5	00	03	30
	50	3बी	00	01	95
	50	3सी	00	00	89
	50	2बी	00	01	35
	50	2ए	00	01	20
	50	1सी	00	01	39
	235	1बी	00	00	40
	235	1ए	00	01	94
	230	2बी	00	00	83
	234	2	00	04	80
	234	1	00	05	28
	230	1बी2	00	04	81
	230	1बी1	00	04	87
	230	1ए2	00	02	64
	230	1ए1	00	01	27
	231	1बी	00	01	52
	231	1ए	00	01	87
	229	5बी	00	02	80
	229	5ए	00	01	90
	229	3बी	00	00	71
	229	3ए	00	01	60
	228	12	00	05	22
	228	10बी	00	05	76
	228	11ए	00	00	40
	223	2	00	05	80
	213	16	00	02	61
	213	14	00	05	22
	213	15	00	03	19
	212	2	00	00	40
	201	2सी	00	04	59
	201	2ए2	00	03	17
	201	2ए1	00	01	49
	201	2बी	00	03	90
	201	1	00	02	89
	203	1ए	00	09	73
	203	1बी	00	00	40
	202	1	00	09	54
	202	2	00	00	40
	208	2	00	01	11
	208	3सी	00	08	29
	151	2सी	00	00	40
	151	2डी	00	08	49
	151	1एफ	00	00	40
	151	1जी	00	04	51
	152	4ए	00	00	40
	152	3	00	00	53
	152	2	00	01	61
	152	1ए	00	03	21
	153	1	00	18	86
13. नामबक्कम	173	1सी	00	06	35
	173	1ए	00	07	71
	173	1बी	00	07	37
	172	9	00	01	93
	172	8	00	00	40
	172	10	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)
13. नामबक्कम (जारी)	172	7	00	12	06
	172	1	00	15	56
	170	20	00	01	54
	170	7	00	00	44
	171	1	00	00	66
	171	2	00	15	88
	171	3	00	01	31
	143	4	00	10	08
	143	10	00	09	90
	143	5	00	04	36
	143	6	00	00	40
	143	9	00	05	05
	143	7	00	06	48
	142	16	00	06	07
	142	15	00	06	36
	142	14बी	00	04	36
	142	14ए	00	05	90
	142	13	00	01	96
	142	12	00	00	40
	135	8	00	08	01
	135	9	00	03	88
	135	10B	00	00	85
	135	11	00	03	73
	135	12	00	10	68
	136	14	00	04	04
	136	13	00	00	40
	136	12	00	06	02
	136	7	00	09	03
	136	6	00	00	40
	127	3	00	00	40
	127	2	00	04	78
	127	1	00	11	34
	106	4	00	02	61
	107	12	00	03	96
	107	4	00	07	20
	107	5	00	00	40
	107	3	00	03	06
	107	2	00	03	15
	107	6	00	07	56
	107	8	00	00	40
	84	1	00	11	90
	85	21	00	07	27
	85	20बी	00	01	31
	83	6	00	03	21
	83.	5	00	01	61
	83	4	00	01	66
	83	3	00	03	42
	83	2	00	03	42
	83	1बी	00	01	33
	82	20ए	00	01	99
	82	19	00	03	95

(1)	(2)	(3)	(4)	(5)	(6)
नामकक्कम (जारी)	82	18	00	07	64
	82	17	00	04	04
	82	16	00	00	40
	82	15	00	00	40
	76	8	00	01	76
	77	11	00	05	40
	77	10	00	01	16
	77	9	00	01	00
	77	12	00	07	04
	77	17	00	01	22
	77	14	00	04	68
	77	15बी	00	01	45
	77	15ए	00	01	75
	78	18	00	02	42
	78	17	00	00	40
	70	10	00	00	68
	70	3	00	06	38
	70	2	00	01	97
	70	1	00	01	13
	70	4	00	03	38
	69	4	00	00	40
	69	5बी	00	03	90
	69	5ए	00	00	40
	69	11	00	00	40
	69	10	00	00	63
	69	9	00	05	98
	69	8	00	06	22
	69	7	00	01	23
	56	13	00	05	62
12. नयाप्पक्कम	14	1बी	00	11	04
	14	1ए	00	00	56
	17	2	00	00	87
	17	3	00	07	66
	17	1	00	02	86
	15	1	00	00	40
	45	—	00	05	80
	44	3	00	01	66
	44	4बी	00	06	08
	44	4ए	00	00	40
	48	1	00	02	90
	48	2ए	00	00	40
	41	1	00	01	80
	41	2	00	01	60
	41	3	00	03	65
	41	4	00	04	33
	42	5	00	00	40
	35	1सी	00	00	40
	35	2सी	00	00	78

(1)	(2)	(3)	(4)	(5)	(6)
12. नयाप्पक्कम (जारी)	35	3सी	00	02	60
	40	1	00	01	40
	40	2ए	00	00	40
	36	5बी	00	03	60
	36	5ए	00	00	40
	36	6बी	00	02	84
	36	6ए	00	01	30
	38	1बी	00	12	40
	38	1सी	00	01	69
	38	3	00	00	52
	38	1ए	00	00	40
	38	2	00	00	40
	.188	2	00	00	40
	188	1	00	05	95
	188	3	00	02	48
	189	1बी	00	03	33
	189	1सी	00	03	16
	189	2ए	00	00	85
	189	2बी	00	03	31
	189	3	00	06	31
	189	4ए	00	04	74
	189	4बी	00	03	24
	186	1	00	00	66
	223	-	00	04	53
	224	2बी	00	00	83
	224	2इ	00	07	02
	224	2डी	00	00	40
	213	5ए	00	01	30
	213	4ए	00	09	65
	213	3ए	00	03	24
	213	1ए	00	04	77
	213	1बी	00	00	40
	212	6	00	12	78
	212	2	00	07	56
	212	1	00	03	00
	217	2	00	04	69
	217	1ए	00	02	15
	217	4बी	00	01	08
	217	1बी	00	02	98
	217	1सी	00	00	51
	207	3	00	06	18
	207	5	00	02	30
	207	4	00	04	50
	207	1	00	00	65
	205	-	00	00	60

(1)	(2)	(3)	(4)	(5)	(6)
12. नयाप्पक्कम (जारी)	296	1बी	00	02	16
	296	2	00	14	04
	296	1ए	00	05	12
	295	3एच	00	03	60
	295	3जी	00	02	34
	295	3एफ	00	03	24
	295	3इ	00	02	88
	295	3डी	00	03	24
	295	3बी	00	04	32
	295	3ए	00	00	90
	294	-	00	00	90
	292	-	00	13	85
	295	2	00	07	92
	295	1	00	12	60
	258	-	00	02	24
	257	-	00	01	92
	268	-	00	20	13
	267	-	00	11	22
	266	-	00	25	56
	263	-	00	03	22
	261	-	00	00	40
	262	-	00	27	45

तालुका : तिरुवालुर जिला : तिरुवालुर राज्य: तामलनाडु

गांव का नाम	सर्वेक्षण सं. खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल हेक्टर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
31. वेंगल	411	6	00	08	49
	411	4	00	07	64
	413	3	00	06	86
	413	2	00	05	91
	413	1	00	18	18
	414	4	00	21	44
	414	3	00	05	40
	414	6	00	01	55
	414	2ए	00	08	73
	414	1	00	05	93
	415	3	00	17	40
	415	2	00	02	99
	415	1	00	03	24
	419	3	00	09	90
	423	3	00	19	71
	423	2	00	14	40
	425	7	00	17	54
	425	15	00	00	40
	425	14	00	00	85

(1)	(2)	(3)	(4)	(5)	(6)
31. वेंगल (जारी)	425	8	00	03	42
	425	9	00	03	24
	425	10	00	01	80
	425	11	00	03	42
	425	2	00	01	75
	426	12	00	08	64
	426	11बी	00	04	91
	426	11ए	00	01	54
	426	8	00	08	08
	426	9ए	00	05	56
	426	1	00	00	40
	427	4	00	03	18
	427	7	00	06	26
	427	6	00	01	41
	427	1	00	04	19
	428	5	00	05	83
	428	8	00	01	58
	428	7बी	00	00	40
	428	6	00	07	07
	428	2	00	03	50
	428	1ए	00	05	45
	429	4	00	00	40
	240	2डी	00	10	58
	240	2सी1	00	13	50
	240	2बी	00	08	46
	240	1	00	32	40
	238	1	00	11	10
	237	1	00	23	20
	216	3	00	23	44
	216	2जे	00	00	40
	215	-	00	14	40
	205	5	00	12	26
	205	2	00	02	60
	205	3	00	02	44
	203	7	00	00	40
	203	6	00	03	28
	203	5	00	00	97
	203	4	00	01	16
	203	3	00	00	40
	203	2	00	00	40
	203	1	00	07	45
	202	3	00	05	00
	202	4	00	04	66
	199	3	00	01	81
	199	4	00	06	93
	199	5	00	03	58
	193	9	00	10	18
	193	3	00	05	60
31. वेंगल (जारी)	193	5	00	04	80
30. सेमबेडु	52	5	00	10	08
	52	4.बी	00	10	08
	52	4ए	00	08	28
	52	3	00	02	21
	52	2	00	05	70
	52	1	00	05	18
	50	7सी	00	06	12
	50	7ए2	00	07	00
	50	4बी	00	05	60
	50	4ए	00	05	30
	50	6बी	00	00	88
	50	6ए	00	03	51
	49	10डी	00	03	96
	49	10सी	00	04	32
	49	10बी	00	04	32
	49	10ए	00	02	25
	49	9बी	00	01	10
	49	6बी	00	04	41
	62	9	00	00	60
	62	8ए	00	04	01
	62	7	00	05	76
	62	6	00	02	42
	62	5	00	02	40
	62	4	00	06	66
	62	3	00	00	40
	63	6सी	00	03	12
	63	8	00	05	16
	63	6बी	00	02	24
	63	9	00	02	31
	63	10	00	02	20
	63	6ए	00	01	54
	63	3	00	02	16
	63	4	00	01	98
	63	5	00	02	16
	63	2A	00	05	70
	63	1	00	01	75
	63	13	00	00	40
	63	12	00	00	96
	64	19	00	00	40
	64	17	00	00	75
	64	21	00	01	90
	64	15	00	03	50
	64	14	00	03	20
	64	13	00	03	24
	64	12	00	03	24
	64	11	00	03	42

(1)	(2)	(3)	(4)	(5)	(6)
30. सेमबेड़ु (जारी)	78	9आई	00	01	18
	78	9एफ	00	01	00
	78	9इ	00	00	70
	78	9डी	00	01	08
	78	9सी	00	00	54
	78	9बी	00	00	75
	78	9ए	00	00	40
	78	8	00	00	40
	77	5	00	04	50
	77	4	00	04	32
	77	1ए	00	06	48
	76	6	00	02	94
	76	7बी1वी	00	00	53
	76	7बी1टी	00	00	70
	76	7बी1आर	00	00	98
	76	7बी1पी	00	01	22
	76	7बी1ओ	00.	01	02
	76	7बी1एम	00	00	81
	76	7बी1एन	00	00	40
	76	7बी1के	00	01	00
	76	7ए	00	00	84
	76	7बी1डव्लू	00	00	76
	76	7बी1आई	00	01	50
	76	7बी1जे	00	00	40
	76	7बी1एफ	00	01	90
	76	7बी1जी	00	00	40
	76	7बी1डी	00	01	62
	76	7बी1बी	00	00	50
	76	7बी1सी	00	01	08
	76	7बी1ए	00	02	52
	76	4	00	00	40
	76	8	00	04	14
	82	29बी	00	04	50
	82	29ए	00	02	88
	82	25	00	10	62
	82	24	00	00	40
	82	23	00	02	60
	82	22	00	02	40
	82	19	00	00	40
	82	18	00	03	90
	82	15	00	00	40
	82	16	00	02	50
	82	14	00	00	85
	82	12	00	00	40
	82	10	00	11	10
	82	9	00	01	04

(1)	(2)	(3)	(4)	(5)	(6)
30. सेमबेड़ु (जारी)	169	2ए	00	07	50
	169	3	00	00	60
	168	4	00	12	50
	168	3डी	00	02	85
	168	3एफ	00	03	62
	168	3सी	00	00	40
	168	3इ	00	07	00
	168	2	00	01	28
	168	1	00	14	40
	111	3	00	07	20
	111	2	00	13	00
	111	1	00	09	00
	111	6	00	00	40
	110	20	00	00	40
	112	6	00	02	00
	112	7	00	06	15
	112	15	00	04	68
	112	14	00	03	60
	112	13	00	04	96
	112	11	00	01	53
	112	10	00	01	60
	113	1	00	08	10
	113	13	00	00	40
	113	4	00	02	25
	113	3	00	04	20
	113	2	00	00	40
	113	5	00	01	80
	106	2	00	02	50
	106	3एफ	00	00	40
	106	3जी	00	00	75
	106	5	00	00	60
	106	4	00	06	40
	106	7ए	00	02	56
	106	8	00	08	30
	106	9	00	00	65
	106	14	00	00	60
	106	15	00	03	96
	107	4	00	01	95
	104	6	00	03	70
	104	8ए	00	00	40
	104	5	00	00	60
	104	7	00	03	60
	104	4बी	00	03	20
	104	4सी	00	08	44
	104	4डी	00	00	40
	104	4ई	00	06	40
	99	15	00	03	68

(1)	(2)	(3)	(4)	(5)	(6)
30. सेमबेडु (जारी)	99	13	00	05	30
	99	14	00	06	12
	101	9	00	10	26
	101	8ए	00	02	00
	101	8बी	00	01	26
	101	8सी	00	00	40
	101	3सी	00	01	80
	101	3बी	00	02	88
	101	3ए	00	08	64
	101	2	00	02	50
	101	4बी	00	00	40
	101	1बी	00	01	08
	101	1ए	00	06	84
	94	11	00	14	04
	94	10	00	06	24
	94	14	00	00	60
	94	9	00	03	60
	94	8	00	03	96
	94	7	00	08	46
	94	2	00	03	60
	94	1	00	00	40
	95	10	00	05	10
	95	6	00	07	10
	95	9	00	03	64
	95	7	00	02	16
	95	8	00	04	36
	93	1	00	23	50
21. एराइयुर	20	2सी	00	05	68
	20	2ए	00	06	05
	20	1ए	00	04	22
	20	1बी	00	02	69
	19	8	00	05	76
	19	7	00	.04	61
	19	6	00	02	80
	19	4	00	10	08
	19	2	00	09	25
	13	2	00	09	64
	12	20	00	.05	19
	12	16	00	04	88
	12	15	00	02	70
	12	14	00	.03	14
	12	8	00	02	95
	12	7	00	05	97
	12	6	00	05	66
	12	5	00	11	93
	12	4	00	00	40
	11	1बी	00	06	30

(1)	(2)	(3)	(4)	(5)	(6)
21. एराइयुर (जारी)	11	1ए	00	17	71
	10	5बी	00	07	32
	10	5ए	00	00	84
	10	1डी	00	06	35
	10	1सी	00	01	05
	10	2बी	00	06	54
	3	3	00	09	72
	3	2	00	09	72
	3	1बी	00	04	55
	3	1ए	00	04	63
	1	8	00	16	51
23. थिरुपाइर	1	1ए	00	06	40
	1	1बी	00	00	40
7. सेंड्रामपल्याम	39	5	00	00	90
	39	7	00	07	85
	39	6	00	01	44
	57	-	00	20	36
	56	2डी	00	01	95
	58	1	00	04	75
	59	1बी	00	09	50
	59	1ए	00	04	73
	59	2	00	04	20
	61	1डी	00	04	82
	61	1सी	00	05	18
	61	1बी	00	03	78
	61	2ए	00	05	29
	61	1ए	00	00	68
	62	2	00	09	01
	63	-	00	16	02
	281	4एन	00	00	75
	281	13	00	05	40
	281	12	00	00	65
	286	6	00	00	96
	286	1	00	14	80
	286	9एफ	00	00	87
	286	9इ	00	03	47
	286	9ऐच्	00	01	36
	286	9आई	00	00	40
	307	5एफ	00	02	91
	307	5जी	00	01	60
	307	5ऐच्	00	03	50
	307	3	00	00	77
	308	1ए	00	04	01
	304	7बी	00	03	36
	304	7ए	00	12	96

(1)	(2)	(3)	(4)	(5)	(6)
7. सेंड्रामपल्याम–जारी	304	6ए	00	05	50
	304	12ए	00	00	40
	304	6सी	00	05	90
	304	9	00	03	00
	304	10	00	00	40
	304	11	00	05	82
	304	8	00	00	40
	293	3	00	04	05
	294	-	00	00	72
	440	1ए	00	03	88
	440	1बी	00	03	33
	440	2ए	00	00	56
	441	1ए	00	04	70
	441	1बी2	00	02	16
	441	1बी1	00	02	28
	442	2	00	08	08
	442	1	00	09	36
	459	1	00	01	92
	459	2	00	01	73
	459	3ए	00	00	90
	458	2ए	00	05	58
	458	1ए	00	06	30
	457	5बी	00	00	89
	491	6बी	00	01	78
	491	7	00	05	91
	491	6ए	00	01	67
	490	2	00	06	17
	490	1	00	00	40
	489	2	00	12	80
	489	1	00	00	40
	516	-	00	00	40
	515	5	00	02	88
	515	4	00	02	07
	518	2	00	01	80
	518	1	00	01	63
	517	1	00	04	38
	519	2	00	02	55
	519	1	00	02	00
	519	5	00	02	88
	519	4	00	03	78
	519	3	00	05	37
	525	1	00	06	48
	525	2	00	05	22
	526	1बी	00	00	50
	526	2	00	09	43
	527	5ए	00	02	83
	527	3	00	02	66
	527	5बी	00	00	40
7. सेंड्रामपल्याम–जारी	527	2	00	02	56
	527	4	00	00	67
	528	3	00	06	84
116. थोमुर	62	2पी	00	03	17
	62	2ओ	00	00	81
	62	2एन	00	05	76
	63	4बी	00	00	40
	63	4ए	00	15	52
	63	2बी	00	06	92
	63	2ए	00	01	58
	97	1जी	00	00	60
	97	1एफ	00	02	10
	97	1इ	00	03	92
	97	1डी	00	04	98
	97	1सी	00	11	17
	97	1बी	00	00	80
	97	2	00	00	63
	96	10	00	12	22
	96	14	00	06	00
	96	13	00	04	86
	96	11	00	00	70
	96	12	00	00	40
	96	15	00	12	96
	66	10	00	07	48
	66	11	00	04	90
	66	12	00	07	56
	66	14	00	00	40
	66	7	00	09	02
	66	13	00	01	80
	67	12	00	12	18
	90	10	00	02	34
	90	11	00	03	96
	90	9	00	01	48
	90	13	00	07	35
	90	12	00	00	75
	90	4	00	01	24
	90	5	00	06	05
	90	1	00	15	67
	75	16	00	04	61
	75	12	00	04	86
	75	13	00	06	62
	80	9	00	01	80
	80	8	00	01	80
	80	6	00	01	98
	80	7	00	01	98
	80	4	00	20	88
	81	2सी	00	04	32
	81	2डी	00	09	08
	83	2ए	00	03	90
	83	1डी	00	01	06

तालुका : तिरुथानि	जिला:तिरूवालुर	राज्य:तामिलनाडु			
			क्षेत्रफल		
गांव का नाम	सर्वेक्षण सं-खण्ड सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
43. काञ्चिपाडि	57	12	00	05	22
	56	15	00	00	40
	56	16	00	08	42
	56	7	00	05	10
	56	6	00	01	47
	56	20	00	05	55
	56	4	00	02	39
	56	1	00	04	65
	58	13	00	13	14
	58	12	00	01	64
	53	5	00	03	88
	58	11	00	04	06
	52	8	00	11	69
	52	6	00	09	00
	59	10	00	06	99
	38	10	00	03	98
	38	4सी	00	08	04
	38	3	00	05	35
	38	4ए	00	02	26
	37	6	00	00	75
	37	5	00	05	49
	37	7	00	07	46
	37	8	00	03	45
	37	4	00	05	91
	20	9	00	08	78
	20	10	00	08	28
	20	8ए	00	06	30
	20	1	00	02	80
	19	5	00	04	40
	24	4	00	10	08
	26	8	00	01	91
	26	7	00	00	40
	26	4	00	01	49
	2	10सी	00	06	76
	2	10बी	00	08	64
	2	10ए	00	00	40
	2	8बी	00	00	40
	2	7बी	00	07	82
	2	7ए	00	06	87
	2	4बी	00	03	10
	1	24	00	00	82
	1	22ए	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
43. काञ्चिपाडि (जारी)	1	23	00	00	40
	2	4ए	00	02	58
	1	18	00	09	74
	1	21	00	01	07
	1	19	00	11	74
	1	20	00	04	00
42. गुलुर	72	18	00	09	79
	72	22	00	03	39
	72	21	00	10	01
	72	12	00	07	65
	72	11	00	06	56
	71	4	00	05	85
	71	3	00	09	90
41. पानापक्कम	39	4	00	00	40
	39	3	00	04	83
	39	2	00	09	00
	39	1	00	00	40
	38	12	00	01	60
	38	11	00	05	51
	38	13	00	00	40
	38	14	00	01	04
	38	9	00	25	02
	38	10	00	01	80
	37	3	00	01	80
	37	2	00	12	60
	14	15	00	04	65
	14	13	00	02	27
	14	12	00	00	94
	14	11	00	00	90
	14	14	00	04	30
	16	12	00	00	82
	16	13	00	04	08
	16	14	00	02	16
	16	10	00	01	94
	16	5	00	03	20
	16	3	00	03	70
	17	9	00	04	68
	17	16	00	08	64
	17	15	00	02	10
	17	14	00	01	50
	17	13	00	01	70
	27	1	00	25	65
	21	17	00	04	60
	21	16	00	04	46
	21	14	00	00	40
	21	15	00	05	76
40. नेडाम्बरम	51	18ए	00	05	40
	51	6	00	09	50
	51	8बी	00	00	40
	51	15बी	00	00	94

(1)	(2)	(3)	(4)	(5)	(6)
40. नेडाम्बरम (जारी)	51	10	00	10	53
	51	9	00	04	63
	51	11सी	00	02	11
	51	11बी	00	01	82
	51	11ए	00	01	92
	31	14	00	05	39
	31	13	00	04	36
	32	18	00	05	09
	32	10	00	01	75
	32	11	00	02	32
	32	13	00	00	40
	32	16	00	02	91
	32	17	00	00	90
	33	19	00	00	66
	33	18	00	03	00
	33	5	00	10	65
	33	6	00	00	94
	34	10	00	01	08
	34	5	00	03	74
	34	6	00	09	99
	45	25	00	03	56
	45	21	00	00	40
	45	22	00	03	10
	45	24	00	00	40
	45	23बी	00	01	00
	45	23ए	00	01	80
	45	14	00	05	91
	45	6ए	00	00	90
	45	6बी	00	01	24
	45	3	00	04	60
	45	5	00	03	61
	44	3	00	04	42
	44	4	00	08	11
	44	1	00	01	10
35. आरुम्बक्कम	207	4	00	18	18
	207	3	00	00	40
	207	5	00	00	40
	206	6	00	06	64
	206	7सी	00	12	66
	206	7बी	00	05	70
	206	9	00	05	26
	206	11	00	00	50
	206	10बी	00	04	90
	206	10ए	00	04	86
	204	8	00	04	82
	204	10	00	03	60
	204	9	00	00	84
	204	3	00	05	04
	204	2	00	04	50
	203	17	00	03	00

(1)	(2)	(3)	(4)	(5)	(6)
35. आरुम्बक्कम	203	18	00	00	75
	203	16	00	01	50
	203	8	00	03	70
	203	9	00	03	70
	203	7	00	02	52
	203	6	00	05	94
	203	5	00	01	00
	203	4	00	03	80
	200	9सी	00	12	96
	200	8	00	03	60
	200	7	00	00	40
	212	3	00	01	70
	212	2	00	15	12
	212	1सी 3	00	27	30
	212	1सी 2	00	15	12
	212	1सी 1	00	02	88
	212	1बी 2	00	10	08
	212	1बी 1	00	05	76
	212	1ए2	00	03	24
36. कुप्पम	198	-	00	00	40
	2	2	00	04	38
	2	1	00	16	20
33. आरुंगुलम	312	15	00	02	90
	312	14	00	03	20
	312	12	00	01	50
	312	11	00	02	43
	312	10	00	01	33
	312	8	00	03	00
	312	9	00	00	90
	312	7	00	03	72
	312	6	00	01	00
	312	3	00	01	60
	312	2	00	07	05
	312	4	00	03	50
	371	13एफ	00	14	50
	371	13इ	00	07	38
	371	13डी	00	03	76
	371	13सी	00	03	22
	371	13बी	00	03	40
	371	13ए	00	04	86
	370	12बी	00	06	84
	370	12ए	00	06	48
	370	14सी	00	03	60
	370	14बी	00	01	80
	370	14ए	00	05	40
	370	9ए	00	08	00
	370	9बी	00	01	20

(1)	(2)	(3)	(4)	(5)	(6)
33. आरुंगुलम (जारी)	370	6	00	01	28
	370	5	00	05	10
	370	4	00	00	40
	290	8	00	15	66
	290	6	00	08	37
	290	5ए	00	00	40
	290	1	00	07	55
	289	5	00	04	65
	289	4	00	01	24
	289	7बी	00	01	50
	289	7सी	00	01	50
	289	8	00	01	80
	289	9	00	00	90
	289	1	00	14	40
	287	3	00	12	40
	287	4	00	06	00
	287	5	00	05	90
	287	6	00	05	46
	287	7बी	00	02	90
	286	13बी	00	05	31
	286	13सी	00	00	40
	286	15	00	01	30
	286	16	00	15	75
	286	13डी	00	00	48
	286	2	00	00	40
	286	19	00	06	48
	286	18	00	00	40
	286	20	00	06	30
	286	1सी 1	00	00	40
	285	3	00	01	32
	285	4	00	03	70
	285	6	00	03	55
	285	22	00	01	85
	285	9	00	03	20
	285	21	00	02	85
	285	20	00	00	40
	285	10बी	00	00	40
	285	11	00	04	00
	285	12	00	02	00
	285	10ए	00	00	40
	283	11	00	01	80
	283	12ए	00	01	80
	283	6	00	01	40
	283	7	00	00	50
	283	5	00	01	74
	283	4	00	03	42
	283	2सी2	00	03	60
	283	2सी1	00	07	20
33. आरुंगुलम (जारी)	284	8	00	01	30
	284	9	00	02	88
	284	1	00	01	00
	284	10	00	00	40
	254	1एए	00	33	00
	251	1बी1	00	29	00
	251	1ए	00	10	80
	250	-	00	03	00
	244	2	00	08	70
	244	4	00	00	40
	226	10	00	30	72
	223	6	00	22	05
	223	4सी	00	00	40
	223	4बी	00	07	00
	223	4ए	00	01	70
	223	1	00	01	00
	221	1बी2	00	04	68
	221	1बी1	00	15	84
	221	1ए	00	20	07
	217	2	00	03	00
	217	1	00	02	50
	79	7	00	06	96
	79	6	00	04	80
	79	1	00	05	40
	80	2	00	05	76
	80	1	00	02	94
	81	2ए	00	03	36
	81	1	00	07	56
	81	8बी	00	00	40
	87	8	00	01	20
	87	1	00	08	00
	88	18	00	09	36
	88	17	00	17	10
	88	1	00	03	96
	91	1	00	09	30
	14	19	00	14	85
	14'	18	00	02	00
	14'	17	00	01	50
	14'	16	00	02	52
	14	3	00	04	50
	14	2	00	01	80
	14	1	00	04	14
	13	17	00	06	66
	13	15	00	04	34
	13	14	00	05	40
	13	5	00	02	34
	13	4	00	02	34
	13	1	00	02	52
	381	1सी	00	00	70

(1)	(2)	(3)	(4)	(5)	(6)
25. थालावेडु	12	18	00	04	86
	12	17	00	01	35
	12	16	00	00	40
	12	10	00	01	50
	12	9	00	01	54
	12	2	00	04	76
	12	1	00	01	70
	12	3	00	03	36
	12	4	00	06	34
	380	6	00.	18	27
	262	7	00	18	00
	262	5पी	00	00	90
	262	6	00	28	64
	263	1बी2	00	02	88
	263	1बी3	00	05	94
	263	1ए	00	07	20
	263	1सी	00	04	38
	257	18	00	03	60
	257	17	00	03	60
	257	8ए	00	03	24
	257	7	00	03	22
	257	4	00	04	58
	257	3	00	02	52
	192	9	00	01	30
	192	10	00	00	56
	192	7बी	00	00	81
	192	7ए	00	06	48
	192	4	00	01	32
	192	5	00	02	08
	192	.3बी	00	01	20
	192	3ए	00	01	26
	192	2	00	02	96
	191	15	00	01	00
	191	16	00	00	65
	191	14	00	01	70
	191	13	00	01	80
	191	12	00	01	54
	191	10डी	00	00	70
	191	10सी	00	01	80
	191	11	00	02	95
	191	10बी	00	01	60
	190	19	00	00	80
	190	20	00	03	32
	190	16	00	06	30
	190	15	00	02	80
	190	14	00	03	76
	190	13सी	00	00	95
	190	11	00	04	50

(1)	(2)	(3)	(4)	(5)	(6)
25. थालावेडु (जारी)	190	10	00	01	00
	190	6	00	03	60
	190	4	00	01	60
	190	5	00	00	40
	190	2	.00	03	60
	190	1	00	00	40
	173	21	00	03	10
	173	15	00	02	20
	173	16	00	02	16
	173	25	00	01	64
	173	17	00	02	40
	173	13	00	00	50
	173	12	00	07	00
	172	7	00	01	90
	172	3ए	00	05	60
	172	2ए	00	00	40
	171	7बी	00	03	20
	171	7ए	00	00	40
	171	5	00	16	30
	171	2	00	00	45
	158	6	00	10	00
	158	11	00	00.	80
	158	2	00	06	30
	158	1सी	00	06	80
	158	1डी	00	00	40
	159	3डी	00	06	68
	159	3सी	00	06	16
	159	3बी	00	00	40
	159	1ए	00	08	28
	160	3ए	00	17	04
	160	3बी	00	00	50
	91	8	00	06	30
	91	9	00	04	90
	91	12	00	00	40
	91	11	00	03	00
	91	10बी	00	01	80
	91	10ए	00	01	04
	82	2डी3	00	03	84
	82	2डी2	00	01	92
	82	2सी1	00	05	04
	82	2बी	00	05	01
	82	2ए3	00	03	72
	82	2ए2	00	00	76
	.82	1इ6	00	07	56
	82	1डी5	00	06	38
	82	1डी6	00.	01	00

(1)	(2)	(3)	(4)	(5)	(6)
25. थालावेडु (जारी)	82	1सी	00,	10	44
	71	10	00	03	00
	71	9	00	03	10
	71	8	00	02	07
	71	7	00	01	04
	71	6	00	12	33
	71	5ए	00	03	18
	71	5बी	00	00	84
	71	4बी	00	01	80
	95	10	00	08	46
	95	9	00	08	26
	95	4बी	00	00	82
	95	4ए	00	0:3	36
	95	1	00	00	40
	95	3ए	00	00	40
	95	2	00	09	06
	267	4ए1ए	00	52	20
	105	-	00	46	80
26. पोनपाडि	201	1	00	13	00
	202	3	00	02	10
	202	5	00	2	80
	200	3	00	06	43
	198	7	00	06	82
	198	5	00	01	82
	198	6	00	02	80
	198	3	00	00	40
	199	4	00	07	44
	187	15	00	10	62
	187	14	00	03	76
	187	13	00.	04	29
	187	12	00.	01	36
	187	10	00	02	50
	187	11	00	02	60
	186	5	00	05	22
	186	4	00	09	64
	186	3	00	07	51
	186	2	00	01	65
	186	1	00	01	62
	185	6	00	03	20
	185	5	00	01	40
	185	4	00	00	70
	185	7	00	04	48
	185	3	00	00	40
	185	2	00	00	40
	185	8	00	03	90
	185	1	00	00	54
	184	2	00	11	25
	184	6	00	00	96
	184	3	00	06	00

(1)	(2)	(3)	(4)	(5)	(6)
26. पोनपाडि	184	5	00	01	17
	184	4	00	03	46
	183	6	00	05	60
	183	3	00	00	40
	183	7	00	04	55
	183	5	00	01	48
	161	7	00	06	96
	161	6	00	08	20
	161	5	00	07	92
	162	1ए	00	15	64
	162	1सी	00	02	00
	153	12	00	11	60
	153	11	00	00	40
	153	10	00	03	60
	153	9	00	07	56
	154	9	00	03	60
	154	7ए	00	09	60
	150	4	00	01	70
	150	3	00	06	84
	150	2ए	00	03	06
	150	1	00	05	75
	155	10	00	01	70
	155	9	00	01	00
	155	6	00	00	40
14, आलामेलुमांगापुरम	145	17सी	00	09	68
	145	17बी	00	01	12
	145	16	00	03	60
	145	15	00	02	60
	145	7	00	10	23
	145	10	00	00	40
	145	9	00	00	40
	145	8	00	00	40
	145	22	00	00	40
	145	6	00	04	14
	145	4ए	00	03	60
	145	3बी	00	01	80
	145	3ए	00	01	50
	145	3बी	00	01	00
	145	2ए	00	03	08
	149	9	00	03	36
	149	8	00	01	50
	149	7ए	00	01	70
	149	7बी	00	00	40
	149	6	00	01	80
	149	5	00	03	60
	149	4	00	04	10
	149	2	00	03	20
	149	3	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
14. आलामेलुमांगापुरम	150	22	00	06	20
(जारी)	150	21	00	01	00
	150	20	00	03	30
	150	19	00	01	40
	150	18	00	01	50
	150	17	00	01	71
	150	16	00	02	70
	150	15	00	00	40
	150	13	00	05	40
	150	9बी2	00	09	00
	150	9ए3	00	02	60
	150	9ए2	00	00	40
	150	9ए1	00	00	92
	150	8	00	03	60
	150	7	00	00	40
	150	3	00	04	68
	274	6	00	13	80
	274	5	00	01	47
	182	3ए	00	02	34
	182	4	00	09	80
	182	15	00	01	26
	182	11	00	04	65
	182	10	00	06	98
	182	12	00	01	98
	188	13बी	00	10	44
	188	11बी	00	04	30
	188	11ए	00	00	40
	188	12बी	00	02	05
	188	12ए	00	01	55
	185	8	00	08	72
	185	9	00	01	10
	185	7	00	00	90
	185	1	00	00	72
	185	2	00	02	52
	185	3	00	04	68
	185	4	00	03	42
	184	2ए	00	01	80
	250	-	00	31	68
	251	1	00	05	40
	263	11	00	20	70
	263	12	00	09	00
	263	13	00	05	70
	263	10	00	15	20
	263	9	00	00	50
	263	5	00	05	58
	263	4	00	03	24
	263	3	00	04	05
	263	2	00	05	13
	263	1	00	11	97
14. आलामेलुमांगापुरम	259	1ए2	00	01	46
(जारी)	259	1ए1	00	05	04
	258	-	00	25	20
	257	3ए	00	09	00
	257	3बी	00	01	00
	257	1सी	00	01	08
	257	1बी	00	27	00
	257	1ए	00	16	92
15. मुरुक्काम्पाट्टू	9	16	00	10	80
	9	15	00	07	70
	9	8	00	05	92
	9	9ए	00	03	67
	9	9बी	00	00	52
	9	10	00	11	34
	7	12	00	00	49
	9	11	00	03	42
	7	11	00	14	59
	7	8	00	09	83
	7	6	00	03	75
	6	10	00	06	30
	6	9	00	02	52
	6	8	00	02	88
	6	6	00	00	40
	8	1	00	00	40
	5	22	00	06	40
	5	23	00	04	80
	5	21	00	04	80
	5	20	00	01	66
	5	19	00	01	83
	5	18	00	05	81
	4	18	00	00	62
	19	8	00	23	05
	19	3	00	25	20
11. सुर्यानगरम	23	5	00	02	50
	23	6	00	00	40
	23	2	00	01	80
	23	18	00	02	88
	23	17	00	02	88
	23	1	00	02	52
	1	7	00	02	52
	1	6	00	02	52
	1	5ए	00	01	25
	1	5बी	00	02	52
	1	4ए	00	00	40
	1	4बी	00	05	40
	1	3	00	10	08
	1	2बी2	00	08	06
	1	2बी3	00	03	90

(1)	(2)	(3)	(4)	(5)	(6)
12. क्रिष्णासमुद्रम	214	8	00	00	40
	214	6	00	00	90
	214	2बी	00	06	66
	214	2ए	00	05	40
	216	8	00	03	52
	216	9	00	01	26
	216	7बी	00	00	40
	216	7ए	00	00	40
	216	5	00	03	73
	216	6	00	00	40
	216	4	00	03	22
	216	3	00	04	32
	221	4इ	00	04	10
	221	1	00	07	11
	221	3	00	03	96
	222	6	00	02	04
	222	5	00	01	22
	222	7ए	00	02	76
	222	4	00	00	40
	222	8	00	04	00
	222	2	00	01	44
	222	1	00	02	15
	223	4	00	01	62
	223	3	00	01	62
	223	2	00	01	80
	324	3	00	05	42
	324	1बी	00	00	40
	224	42बी	00	02	80
	224	42ए	00	02	00
	224	40	00	04	00
	224	39	00	01	00
	224	38	00	01	00
	224	31	00	00	40
	224	37	00	01	50
	224	36	00	01	50
	224	35	00	01	75
	224	34	00	01	62
	225	11	00	04	14
	225	6बी	00	03	10
	225	6ए	00	03	06
	225	5	00	05	94
	225	3बी	00	02	52
	225	2	00	05	94
	225	1	00	02	34
	228	7	00	03	06
	228	6सी	00	03	18
	228	6बी	00	03	12
	228	6ए	00	01	92
12. क्रिष्णासमुद्रम (जारी)	228	5एफ	00	00	52
	228	5इ	00	00	50
	228	5ए	00	14	20
	228	5डी	00	00	40
	228	2बी	00	02	16
	228	1एफ	00	04	32
	228	1जी	00	00	54
	228	1इ	00	02	34
	228	1डी	00	02	70
	228	1बी	00	03	08
	228	1सी	00	01	10
	229	10	00	02	50
	229	9	00	02	52
	229	8	00	02	16
	229	7	00	02	43
	229	5सी	00	00	70
	229	5बी	00	00	40
	229	5ए	00	00	40
	229	4	00	01	00
	229	3	00	00	40
	229	2ए	00	00	40
	201	10	00	02	45
	201	8	00	05	30
	200	9	00	00	40
	200	8	00	00	40
	230	5	00	00	40
	199	9	00	00	45
	199	8	00	05	76
	199	7	00	02	80
	199	6	00	02	88
	199	5बी	00	03	24
	199	5ए	00	03	24
	199	2	00	14	13
	199	1	00	00	60
	231	11बी	00	00	80
	231	11ए	00	00	40
	231	8	00	00	40
	198	6	00	04	40
	198	4बी2	00	02	97
	198	4बी1	00	01	76
	198	4ए	00	01	62
	198	3	00	03	06
	198	2	00	06	48
	233	15	00	04	86
	233	9	00	02	60
	233	10	00	06	00
	233	8	00	05	94

(1)	(2)	(3)	(4)	(5)	(6)
12. क्रिष्णासमुद्रम (जारी)	233	4	00	03	06
	233	3	00	03	06
	233	2	00	05	40
	235	7	00	08	10
	235	6	00	05	40
	235	5	00	05	40
	236	11	00	01	80
	236	10	00	03	24
	236	9एफ	00	01	65
	236	9जी	00	00	40
	236	9इ	00	03	78
	236	9सी	00	04	86
	236	9ए	00	04	14
	238	5बी	00	09	00
	237	7	00	00	40
	237	6बी	00	02	82
	237	6ए	00	00	60
	237	4सी	00	02	55
	237	5	00	00	51
	237	4बी	00	01	95
	237	4ए	00	00	75
	237	3बी	00	02	04
	237	2बी	00	00	80
	237	3ए	00	01	70
	237	2ए	00	01	52
	237	1	00	01	68
	151	8	00	03	30
	151	7	00	00	90
	151	6बी	00	02	21
	151	6ए	00	03	06
	151	5	00	04	86
	151	2	00	03	42
	151	1	00	03	24
	142	7	00	05	40
	142	4बी	00	13	32
	142	3	00	02	50
	141	5	00	10	80
	141	4ए	00	00	40
	141	3	00	03	60
	141	1बी	00	00	72
	141	1ए	00	02	54
	140	3	00	04	53
	140	2	00	02	07
	140	1	00	10	74
	87	5	00	05	76
	87	4	00	09	30
	87	2	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
12. क्रिष्णासमुद्रम (जारी)	87	1	00	00	96
	89	7	00	04	40
	89	6	00	01	18
	89	5	00	02	30
	89	4	00	02	21
	89	3	00	03	10
	89	2	00	01	27
	89	1	00	03	90
	91	4	00	01	50
	91	3	00	02	24
	91	6	00	02	80
	91	5	00	02	86
	91	12	00	00	40
	90	5	00	04	50
	90	4	00	03	60
	90	3	00	03	78
	95	6	00	02	80
	95	8	00	00	40
	92	2	00	04	50
	92	3	00	00	65
	92	1	00	05	94
	94	4	00	06	12
	94	2बी	00	04	03
	94	3	00	01	55
	94	2ए	00	04	08
	94	1	00	02	04
	106	6बी	00	05	76
	106	5	00	06	12
	106	4	00	03	42
	106	3	00	03	42
	106	1	00	04	14
	105	5	00	05	20
	105	12	00	00	40
	105	6	00	05	04
	105	1बी	00	07	56
	105	7	00	00	40
	104	4	00	03	92
	104	3	00	05	98
	104	2	00	05	76
	104	1	00	04	50
	103	11बी	00	05	40
	103	12	00	04	86
	103	13	00	06	40
	103	4	00	06	12
	103	3	00	01	98
	27	4	00	05	56
	27	5	00	19	56
	27	3	00	00	40
	10	7	00	08	10
	10	6	00	04	50

(1)	(2)	(3)	(4)	(5)	(6)
12. क्रिष्णासमुद्रम (जारी)	10	5	00	03	10
	10	4	00	05	75
	11	7बी	00	01	87
	11	8सी	00	00	90
	11	8ए	00	21	48
	11	8बी	00	01	20
	3	3बी	00	07	92
	3	3ए	00	07	74
	3	2इ	00	01	80
	3	2डी	00	04	86
	3	2सी	00	05	76
	3	2बी	00	07	38
	3	2ए	00	06	30
	3	1	00	10	44
	5	-	00	22	89
3. सिरुगुमि	4	1इ	00	02	94
	4	1एफ	00	04	44
	4	1सी	00	15	60
	4	1बी	00	15	96
	4	1ए	00	16	92
	217	2	00	11	63
	218	-	00	03	06

तालुका : पाल्लिपट जिला: तिरुवालुर राज्य: तमिलनाडु

गाँव का नाम	सर्वेक्षण सं. खण्ड सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मीटर
			क्षेत्रफल		
(1)	(2)	(3)	(4)	(5)	(6)
19, रामसमुद्रम	67	3	00	07	50
	58	1	00	13	68
	12	3ए65	00	02	20
	12	3ए64	00	01	62
	12	3ए63	00	01	60
	12	3ए62	00	10	35
	12	3ए61	00	01	90
	12	3ए60	00	01	40
	12	3ए59	00	00	40
	12	3बी	00	15	12
	12	3ए33	00	01	80
	12	3ए32	00	01	80
	12	3ए31	00	01	80
	12	3ए30	00	01	80
	12	3ए22	00	03	02
19. रामसमुद्रम (जारी)	12	3ए21	00	00	40
	12	3ए29	00	02	52
	12	3ए23	00	01	50
	12	3ए20	00	01	74
	12	3ए19	00	01	72
	12	3ए18	00	01	80
	12	3ए6	00	09	71
	12	3ए7	00	01	62
	12	3ए5	00	05	60
	15	13	00	22	32
	16	5	00	05	22
	16	6	00	04	32
	16	7	00	04	32
	16	8	00	04	32
	16	9	00	04	32
	16	10	00	04	32
	1	4	00	04	10
	1	3	00	00	40
	1	14	00	00	48
20. क्रिष्णाराजकुप्पम	182	13	00	02	50
	182	14	00	02	50
	182	17	00	02	25
	182	12	00	00	40
	182	11	00	00	70
	182	15	00	04	13
	182	10	00	01	82
	182	9	00	00	43
	182	8	00	00	44
	181	6	00	10	47
	181	15	00	00	40
	181	13	00	06	80
	181	11	00	05	40
	181	12	00	00	40
	181	10	00	05	22
	178	11	00	04	94
	178	12	00	01	34
	178	4	00	03	50
	178	5	00	01	26
	178	6	00	13	85
	178	8	00	00	40
	129	4	00	02	40
	129	1	00	00	65
	129	3	00	03	60
	129	5बी	00	05	40
	129	2	00	02	28
	129	5ए	00	01	32
	129	6	00	00	40
	128	13	00	03	98
	128	11	00	01	70

(1)	(2)	(3)	(4)	(5)	(6)
20. क्रिष्णाराजकुप्पम (जारी)	128	14	00	00	81
	128	9	00	03	60
	128	8	00	03	50
	128	7	00	08	00
	128	6	00	00	40
	128	1बी	00	02	52
	128	1ए	00	00	40
	128	1सी	00	04	40
	128	1डी	00	00	64
	128	2	00	04	36
	123	13	00	05	40
	123	11	00	07	20
	123	7ए	00	01	48
	123	7बी	00	03	90
	123	8	00	03	00
	122	1	00	04	32
	116	20	00	00	51
	116	16बी	00	04	14
	116	15	00	01	56
	116	14	00	01	44
	116	10	00	10	44
	116	9	00	04	68
	116	8	00	00	40
	116	7बी	00	01	70
	116	7सी	00	01	70
	116	4	00	02	52
	116	5	00	01	26
	116	3बी	00	06	48
	116	1	00	04	32
	110	10	00	05	22
	110	9	00	03	96
	110	7	00	10	26
	112	17	00	15	50
	95	9	00	23	75
	95	4	00	03	64
	95	3	00	03	00
	96	6	00	01	32
	96	5	00	02	20
	96	4	00	03	20
	96	3	00	03	60
	96	2	00	00	80
	96	1	00	13	54
	96	10	00	00	40
	96	9	00	00	40
	90	2	00	01	54
	89	9	00	24	50
	89	6	00	03	85
	81	5	00	06	66
	81	4बी	00	03	60

(1)	(2)	(3)	(4)	(5)	(6)
20. क्रिष्णाराजकुप्पम (जारी)	81	4ए	00	04	14
	81	2	00	08	10
	81	1बी	00	04	86
	81	1ए	00	06	26
	79	5	00	12	36
	79	4	00	02	67
	79	1	00	09	05
	77	2	00	08	82
	77	1	00	11	20
	75	4	00	03	82
	75	2	00	03	90
	75	1बी	00	09	23
	75	1ए	00	16	56
	72	7	00	05	34
	72	4	00	02	70
	72	3	00	02	70
	72	1	00	09	00
	72	2	00	00	40
	72	9	00	03	84
	42	1	00	06	84
	40	1	00	27	70
	40	2ए	00	00	40
	34	14	00	03	05
	34	15	00	01	15
	34	13	00	03	06
	34	11	00	07	55
	34	16ए	00	00	40
	34	10	00	07	92
	34	8	00	07	74
	34	7	00	00	90
	35	17	00	03	40
	35	13डी	00	03	48
	35	13सी	00	02	70
	35	12	00	01	30
	35	11	00	01	15
	35	10	00	01	00
	29	14	00	02	47
	29	8ए	00	04	45
	29	7ए	00	00	72
	29	7बी	00	02	01
	29	4	00	02	92
	29	3	00	03	34
	29	2	00	00	40
	29	1	00	03	24
	19	15	00	02	85
	19	14	00	03	42
	19	13	00	00	57
	19	10	00	04	32
	19	4	00	03	12

(1)	(2)	(3)	(4)	(5)	(6)
20. क्रिष्णाराजकुप्पम (जारी)	19	5	00	01	25
	19	3	00	02	88
	17	8	00	03	39
	17	9	00	04	29
	3	10	00	03	21
	3	9	00	04	06
	3	6	00	07	90
	3	8	00	00	40
	223	7	00	06	74
	223	6बी	00	01	50
	223	8बी	00	01	20
	223	8ए	00	04	15
	223	9	00	00	40
	205	6	00	01	40
	205	2	00	02	10
	205	3	00	10	00
	205	4	00	03	50
	205	5	00	03	50
	206	9	00	00	65
	206	8	00	09	20
	206	10	00	00	40
	206	5	00	03	12
	206	6	00	03	80
	206	4	00	04	50
	206	3बी	00	04	50
	206	2	00	04	14
	207	11	00	04	86
	207	9	00	03	91
	207	8	00	01	80
	207	7	00	00	40
	213	1	00	05	28
	212	4	00	07	94
	212	3	00	09	60
	212	1	00	06	84
	209	12सी	00	03	50
	209	12बी	00	01	08
	209	12ए	00	04	50
	209	11बी	00	04	32
	209	11ए	00	02	06
	209	7	00	02	16
	210	1ए	00	00	40
16. नोचिलि	106	7	00	10	62
	106	6	00	02	73
	100	9	00	05	58
	100	11	00	09	00
	100	10	00	12	60
	100	6	00	00	68
	100	3	00	03	45
	100	2	00	05	13
16. नोचिलि (जारी)	99	1	00	05	02
	99	2ए	00	00	40
	101	18	00	02	61
	101	8	00	03	60
	101	7	00	06	98
	98	11	00	01	68
	98	10	00	01	20
	98	12	00	00	90
	98	9	00	01	02
	98	5	00	05	85
	98	4	00	00	40
	98	2	00	02	30
	98	6	00	00	40
	97	4	00	02	24
	97	5	00	01	00
	97	6	00	00	80
	97	7	00	06	10
	97	1	00	00	40
	97	8	00	05	04
	96	7	00	04	70
	96	5	00	00	40
	96	4	00	03	90
	96	8	00	05	35
	96	9	00	04	50
	96	10	00	03	20
	95	3	00	06	87
	95	4	00	01	08
	95	5	00	06	03
	95	2	00	02	10
	95	6	00	03	73
	95	7	00	03	60
	93	3	00	03	00
	93	4	00	01	53
	93	2	00	05	50
	93	1	00	05	67
	94	4बी	00	00	40
	92	4	00	04	50
	92	2	00	04	12
	92	3	00	04	20
	91	12	00	03	00
	91	13	00	00	90
	91	11	00	01	00
	91	9	00	01	30
	91	10	00	01	00
	91	8	00	02	55
	91	7	00	03	96
	91	6	00	03	60
	91	1	00	04	40
	91	2	00	00	40

[फा. सं. आर-25011/11/2007-ओ आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 4th October, 2007

S.O. 2936.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Tamil Nadu, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Chennai Bangalore Pipeline Project;

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of pipeline under the land to Shri. G. Jayaraj, Competent Authority, Indian Oil Corporation Limited, A TF & Chennai-Bangalore Pipeline Project, NO.1 0, ThiruVi-Ka Street, Rajajipuram, Tiruvallur, Tamil Nadu-602 001.

SCHEDULE

Taluk : Uthukottai District :Tiruvallur State: Tamil Nadu

Name of the Village	Survey No.	Sub-division No.	Area Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
93. Kottakuppam	237	-	00	22	60
	115	3B	00	07	16
	106	2	00	01	78
	106	1	00	08	63
	107	2	00	00	40
	97	2A	00	25	85
	97	1A	00	18	67
	94	2B	00	03	30
	94	2A	00	12	60
	94	1	00	17	44
	94	3	00	01	31
	95	1A	00	00	40
	95	1B	00	00	40
94. Annadanaka-kavakkam	208	2	00	02	24
	208	3	00	02	16
	208	1	00	29	89
94. Annadanaka-kavakkam	207	3A	00	04	39
	207	3B	00	05	30
	207	1A2	00	10	94
	207	1A1	00	03	00
	206	-	00	23	94
	211	1A1C	00	00	40
	211	1A1A	00	02	63
	199	3B	00	10	24
	199	3A	00	02	41
	218	2	00	01	32
	219	-	00	14	18
	220	-	00	07	42
	222	2A	00	07	24
	222	1	00	06	33
	266	2B	00	04	58
	266	2A	00	11	54
	266	1	00	00	40
	272	3	00	00	40
	272	1	00	14	61
	278	3C	00	06	34
	278	5	00	01	00
	278	2B	00	07	56
	278	1A	00	06	17
	278	1B	00	06	01
	279	2	00	01	00
	279	1	00	07	56
95. Mada Vilagam	299	3	00	05	14
	299	2	00	06	90
	299	1	00	07	33
	300	3	00	00	40
	300	2	00	01	71
	300	1	00	04	37
	305	1B	00	04	81
	305	1A	00	01	88
	303	3B	00	00	40
	302	3	00	04	28
	302	1	00	03	95
	290	3	00	06	74
	290	2A	00	05	76
	290	1	00	04	66
	287	4	00	04	50
	287	2	00	11	33
	267	-	00	02	42
	266	5A	00	02	45
	266	5B	00	03	96
	266	4	00	12	78
	266	2	00	00	40
	266	3	00	00	40
	266	1	00	05	94
	262	1	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
95. Mada Vilagam (Contd.)	262	2	00	05	42
	268	1	00	00	40
	269	5	00	00	52
	269	4	00	00	96
	269	3	00	01	55
	269	2	00	03	10
	269	1	00	04	72
78. Tirukandalam	129	2C	00	02	86
	129	2B	00	05	35
	129	2A	00	00	40
	129	1	00	07	05
	128	2	00	01	41
	127	3	00	03	51
	127	2	00	09	76
	111	4	00	00	47
	111	3	00	05	25
	111	2	00	12	14
	110	2	00	04	32
	109	2B	00	05	09
	108	2C	00	00	40
	100	3C	00	10	83
	100	3B	00	00	54
	100	3A	00	00	53
	101	3B	00	00	40
	101	3A	00	00	40
	101	1	00	05	12
	102	2	00	11	89
	356	2	00	05	42
	356	1A	00	12	54
	359	-	00	00	72
	360	3	00	03	87
	360	1	00	00	40
	354	3B1	00	00	67
	354	3A	00	03	05
	354	2	00	02	76
	354	1	00	02	64
	361	2	00	05	50
	361	1	00	15	12
	362	2A	00	07	05
	362	1B	00	03	03
	362	1C	00	05	68
	362	1A2	00	09	21
	364	4	00	15	96
	364	2	00	01	85
	369	2	00	00	40
	369	1	00	07	69
	368	-	00	18	89
	367	5C	00	05	20
	367	7B	00	00	40
	371	2	00	07	65
78. Tirukandalam	371	1	00	11	72
	374	2B	00	00	41
	374	1B	00	00	40
	374	2A	00	01	40
	374	1A	00	03	63
76. Perumudivakkam	63	6	00	00	40
	63	7	00	08	46
	63	8	00	10	05
	63	9A1	00	04	93
	58	4	00	01	77
	58	2	00	03	74
	58	1C	00	02	94
	58	1B	00	03	09
	58	1A	00	05	04
	55	3A	00	03	97
	55	2	00	03	42
	55	1	00	05	81
	54	2	00	04	41
	54	1	00	08	07
	52	1	00	03	25
	17	1B	00	01	43
	21	8	00	02	44
	21	7	00	03	39
	21	6	00	03	98
	21	5	00	03	94
	21	1D	00	07	57
	21	4	00	05	91
	21	3	00	04	02
	21	1A2	00	02	00
	21	1A1A2	00	09	75
	22	4	00	02	62
	22	5	00	03	05
	22	3	00	00	44
	22	2	00	02	41
	22	1C	00	02	35
	22	1B4	00	05	25
	22	1B3	00	03	50
	22	1B2	00	03	38
	22	1B1	00	05	46
	23	1	00	02	14
75. Alinjivakkam	12	2	00	09	05
	17	3	00	11	25
	11	1B	00	02	95
	17	1	00	07	05
	18	4	00	17	03
	18	3	00	19	92
	113	5B	00	13	32
	113	5A	00	08	90
	113	4B	00	18	03
	112	1A2	00	22	56

(1)	(2)	(3)	(4)	(5)	(6)
75. Alinjivakkam	111	1F	00	37	80
	111	1A	00	23	75
74. Athangikavanoor	114	1B	00	07	40
	114	1A	00	00	40
	112	8B	00	16	22
	112	8A	00	00	40
	112	5B	00	06	67
	112	4B	00	05	74
	112	4A	00	02	50
	111	1	00	14	24
	75	2	00	06	12
	75	1	00	04	43
	76	-	00	12	00
	74	-	00	00	40
	77	-	00	05	15
	105	2B	00	00	40
	105	2A	00	00	87
	105	1B2C	00	00	40
	105	1B2B	00	00	82
	105	1B2A	00	02	66
	105	1B1	00	07	70
	78	-	00	03	21
	85	2B2	00	05	30
	85	2B1	00	07	02
	85	2A2	00	03	60
	85	2A1	00	02	05
	85	1B	00	01	62
	85	1A	00	03	34
	84	2	00	09	36
	84	1	00	02	99
	83	3B	00	01	38
	83	3A	00	04	29
	83	2B	00	04	68
	83	2A	00	04	96
	83	1	00	09	23
	82	-	00	11	76
	91	2	00	10	19
	91	1	00	13	94
	92	-	00	06	84
	93	1	00	10	80
	93	2	00	06	84
	49	-	00	11	68
	48	-	00	04	13
	47	-	00	04	20
	258	2	00	12	48
	257	-	00	00	59
	256	2	00	23	20
	252	-	00	05	40
	244	2B	00	11	81
	244	1	00	10	41
74. Athangikavanoor (Contd.)	240	-	00	10	39
	239	-	00	05	95
	238	2	00	04	08
	238	1	00	00	63
	220	1	00	08	16
	222	1	00	00	71
	221	1	00	01	06
	221	2	00	00	81
	235	4A	00	06	30
	235	4B	00	00	46
	235	3	00	14	04
	235	1	00	02	81
73. Punnapakkam	6	2	00	24	40
	6	1	00.	00	40
	5	2	00	11	12
	3	-	00	09	74
	275	3	00	12	12
	275	1	00	01	16
71. Mamballam	6	1	00	00	40
	5	2	00	00	97
	5	1B	00	01	93
	5	1A	00	02	96
	4	2	00	08	68
	4	1	00	13	43
	3	2B	00	08	51
	3	2A	00	03	86
	3	1C	00	03	96
	3	1B	00	04	20
	3	1A	00	07	20
	2	1	00	10	08
70. Kadarvedu	108	-	00	04	86
	111	-	00	36	36
	112	-	00	12	00
	91	-	00	28	26
	89	-	00	15	66
	88	-	00	19	08
	86	2	00	14	17
	85	-	00	17	64
	84	-	00	03	24
25. Vembedu	1	4	00	18	42
	1	5	00	02	10
	1	3	00	06	48
	1	2B	00	11	40
	1	2A	00	00	48
	30	1	00	09	00
	30	3	00	07	20
	30	4A	00	01	50
	30	4B	00	01	32
	30	5	00	05	40
	29	9	00	12	60

(1)	(2)	(3)	(4)	(5)	(6)
25. Vembedu	29	3	00	01	00
	29	6	00	09	00
	44	3	00	01	25
	44	2	00	00	40
	33	4	00	21	24
	39	2	00	05	40
	35	2	00	27	00
	35	1C	00	00	70
	36	3	00	02	15
	92	3	00	02	52
	92	2	00	08	50
	110	2	00	21	24
	110	1	00	15	48
	111	5	00	04	32
	111	6	00	05	94
	111	2	00	03	64
	111	3	00	01	26
	111	1	00	04	50
	113	5	00	02	64
	113	6	00	05	70
	113	13	00	03	20
	113	7	00	03	52
	113	12	00	00	50
	113	11	00	00	45
	113	8	00	03	91
	113	1	00	04	14
	122	2H	00	11	16
	122	2G	00	05	00
	122	2F	00	02	58
	122	2D	00	04	29
	122	2E	00	03	00
	122	2C	00	03	64
	122	2A	00	03	96
	122	1	00	16	60
	117	-	00	00	50
	134	3	00	13	50
	136	1B	00	07	75
	136	1A	00	05	40
	135	9	00	00	60
	135	10	00	09	45
	135	11	00	08	28
	138	1C	00	06	00
	138	1G	00	01	26
	138	1D	00	10	08
24. Meyyur	33	2A	00	22	68
	33	1C1	00	06	12
	33	1C2	00	14	89
	33	1B1	00	04	72
	35	3A	00	03	60
	35	2B	00	14	00
24. Meyyur	35	1B	00	00	67
	35	1A	00	07	20
	35	2A1	00	01	30
	52	6	00	10	62
	52	5	00	07	35
	52	4	00	00	50
	52	3	00	01	40
	52	2	00	01	96
	54	2B	00	12	24
	54	1	00	09	00
	55	8	00	07	92
	55	7	00	05	04
	55	6	00	07	20
	55	4	00	06	30
	55	3	00	02	52
	56	-	00	02	70
	145	2B	00	05	96
	134	2	00	03	60
	134	1	00	09	16
	136	3B	00	02	03
	136	3A1	00	04	58
	136	2A2	00	02	88
	136	2A1	00	04	62
	136	1A	00	06	59
	143	-	00	00	40
	142	-	00	08	67
	141	1B2	00	00	40
	141	1A	00	03	08
	168	3	00	01	68
	168	1B	00	06	90
	169	-	00	09	52
	171	2	00	10	11
	172	-	00	09	90
	176	2	00	06	66
	177	2	00	03	57
	177	1	00	08	81
	220	2	00	09	86
	220	1	00	08	16
	222	2	00	00	84
	221	2	00	01	68
	217	3	00	05	76
	217	2	00	00	40
	218	1	00	04	14
	218	2	00	00	40
	204	6	00	10	08
	204	7	00	00	40
	205	2	00	11	70
	205	1	00	08	10
	206	-	00	07	69
	207	-	00	05	31

(1)	(2)	(3)	(4)	(5)	(6)
24. Meyyur (Contd.)	208	-	00	06	52
	658	-	00	04	00
	657	7	00	01	89
	657	6	00	15	12
	657	5	00	02	07
	657	2C	00	08	76
	657	1G	00	00	60
	657	2A	00	02	64
	657	1F	00	07	02
20. Korakkanthandalam	2	2	00	07	52
	2	3	00	26	32
	14	3D	00.	01	35
	14	3C	00	15	03
	14	2	00	09	36
	14	1	00	09	22
	15	-	00	25	37
21. Devandavakkam	115	-	00	01	26
	137	6	00	04	00
	137	5	00	07	38
	137	2	00	07	20
	137	3	00	00	40
	138	3	00	09	36
	138	2	00	07	14
	138	1	00	06	30
	139	-	00	06	23
	141	4	00	17	16
	142	1	00	16	56
	142	4	00	01	08
	227	1	00	18	90
	229	1B	00	27	18
	229	1A	00	09	08
	224	7	00	08	18
	224	3	00	06	60
	224	2	00	00	90
	232	5	00	16	56
	232	4	00	07	56
	232	2B	00	07	05
	232	1B	00	05	45
	251	-	00	13	32
19. Odappai	17	-	00	16	38
	14	2	00	15	84
	14	1C	00	06	84
	11	2B	00	07	20
	11	2C	00	19	68
	10	1	00	01	53
	8	9C	00	05	55
	8	9D	00	00	54
	8	9B	00	02	70
	8	9A	00	02	63
	8	8	00	10	08

(1)	(2)	(3)	(4)	(5)	(6)
19. Odappai	8	7	00	09	20
	8	6	00	00	60
	3	3B5	00	05	40
	3	3B4	00	06	10
	3	3B1	00	04	06
	3	3A	00	01	61
	3	3B2	00	01	44
	3	5A	00	06	30
	3	4A	00	05	50
	3	4B	00	01	40
16. Attrambakkam	17	2	00	06	40
	17	1C	00	00	40
	17	1D	00	06	38
	15	2	00	01	54
	24	2A1	00	07	66
	24	1	00	07	42
	25	1D	00	04	86
	25	1A	00	04	68
	25	1B	00	03	51
	25	2B	00	00	55
	25	2A1	00	00	98
	30	1B	00	05	54
	30	1A	00	05	52
	31	7	00	01	37
	31	8	00	05	14
	31	5	00	07	20
	31	4	00	04	20
	31	3	00	00	42
	29	1	00	03	22
	37	1A	00	10	65
	33	2	00	13	32
	35	2	00	00	40
	35	1	00	00	89
	68	4A2	00	00	40
	68	4B	00	18	90
	68	3	00	06	09
	68	5B1	00	00	40
	68	5C	00	04	69
	72	2G	00	01	48
	72	2J	00	04	95
	72	2I	00	00	51
	45	2A	00	17	31
	47	1	00	09	77
	47	2	00	00	40
	48	7	00	03	78
	48	6	00	04	20
	48	5	00	02	48
	48	4	00	01	36
	48	1E	00	00	40
	48	1F	00	01	00

(1)	(2)	(3)	(4)	(5)	(6)
16. Attrambakkam (Contd.)	49	-	00	03	55
	50	3A	00	00	40
	50	4B	00	05	22
	50	4A	00	01	16
	50	5	00	.03	30
	50	3B	00	01	95
	50	3C	00	00	89
	50	2B	00	01	35
	50	2A	00	01	20
	50	1C	00	01	39
	235	1B	00	00	40
	235	1A	00	01	94
	230	2B	00	00	83
	234	2	00	04	80
	234	1	00	05	28
	230	1B2	00	04	81
	230	1B1	00	04	87
	230	1A2	00	02	64
	230	1A1	00	01	27
	231	1B	00	01	52
	231	1A	00	01	87
	229	5B	00	02	80
	229	5A	00	01	90
	229	3B	00	00	71
	229	3A	00	01	60
	228	12	00	05	22
	228	10B	00	05	76
	228	11A	00	00	40
	223	2	00	05	80
	213	16	00	02	61
	213	14	00	05	22
	213	15	00	03	19
	212	2	00	00	40
	201	2C	00	04	59
	201	2A2	00	03	17
	201	2A1	00	01	49
	201	2B	00	03	90
	201	1	.00	02	89
	203	1A	00	09	73
	203	1B	00	00	40
	202	1	00	09	54
	202	2	00	00	40
	208	2	00	01	11
	208	3C	00	08	29
	151	2C	00	00	40
	151	2D	00	08	49
	151	1F	00	00	40
	151	1G	00	04	51
	152	4A	00	00	40
	152	3	00	00	53
16. Attrambakkam (Contd.)	152	2	00	01	61
	152	1A	00	03	21
	153	1	00	18	86
13. Nambakkam	173	1C	00	06	35
	173	1A	00	07	71
	173	1B	00	07	37
	172	9	00	01	93
	172	8	00	00	40
	172	10	00	09	36
	172	7	00	12	06
	172	1	00	15	56
	170	20	00	01	54
	170	7	00	00	44
	171	1	00	00	66
	171	2	00	15	88
	171	3	00	01	31
	143	4	00	10	08
	143	10	00	09	90
	143	5	00	04	36
	143	6	00	00	40
	143	9	00	05	05
	143	7	00	06	48
	142	16	00	06	07
	142	15	00	05	36
	142	14B	00	04	36
	142	14A	00	05	90
	142	13	00	01	96
	142	12	00	00	40
	135	8	00	08	01
	135	9	00	03	88
	135	10B	00	00	85
	135	11	00	03	73
	135	12	00	10	68
	136	14	00	04	04
	136	13	00	00	40
	136	12	00	06	02
	136	7	00	09	03
	136	6	00	00	40
	127	3	00	00	40
	127	2	00	04	78
	127	1	00	11	34
	106	4	00	02	61
	107	12	00	03	96
	107	4	00	07	20
	107	5	00	00	40
	107	3	00	03	06
	107	2	00	03	15
	107	6	00	07	56
	107	8	00	00	40
	84	1	00	11	90

(1)	(2)	(3)	(4)	(5)	(6)
13. Nambakkam (Contd.)	85	21	00	07	27
	85	20B	00	01	31
	83	6	00	03	21
	83.	5	00	01	61
	83	4	00	01	66
	83	3	00	03	42
	83	2	00	03	42
	83	1B	00	01	33
	82	20A	00	01	99
	82	19	00	03	95
	82	18	00	07	64
	82	17	00	04	04
	82	16	00	00	40
	82	15	00	00	40
	76	8	00	01	76
	77	11	00	05	40
	77	10	00	01	16
	77	9	00	01	00
	77	12	00	07	04
	77	17	00	01	22
	77	14	00	04	68
	77	15B	00	01	45
	77	15A	00	01	75
	78	18	00	02	42
	78	17	00	00	40
	70	10	00	00	68
	70	3	00	05	38
	70	2	00	01	97
	70	1	00	01	13
	70	4	00	03	38
	69	4	00	00	40
	69	5B	00	03	90
	69	5A	00	00	40
	69	11	00	00	40
	69	10	00	00	63
	69	9	00	05	98
	69	8	00	06	22
	69	7	00	01	23
	56	13	00	05	62
12. Nayappakkam	14	1B	00	11	04
	14	1A	00	00	56
	17	2	00	00	87
	17	3	00	07	66
	17	1	00	02	86
	15	1	00	00	40
	45	-	00	05	80
	44	3	00	01	66
	44	4B	00	06	08
	44	4A	00	00	40
	48	1	00	02	90
12. Nayappakkam (Contd.)	48	2A	00	00	40
	41	1	00	01	80
	41	2	00	01	60
	41	3	00	03	65
	41	4	00	04	33
	42	5	00	00	40
	35	1C	00	00	40
	35	2C	00	00	78
	35	3C	00	02	60
	40	1	00	01	40
	40	2A	00	00	40
	36	5B	00	03	60
	36	5A	00	00	40
	36	6B	00	02	84
	36	6A	00	01	30
	38	1B	00	12	40
	38	1C	00	01	69
	38	3	00	00	52
	38	1A	00	00	40
	38	2	00	00	40
	188	2	00	00	40
	188	1	00	05	95
	188	3	00	02	48
	189	1B	00	03	33
	189	1C	00	03	16
	189	2A	00	00	85
	189	2B	00	03	31
	189	3	00	06	31
	189	4A	00	04	74
	189	4B	00	03	24
	186	1	00	00	66
	223	-	00	04	53
	224	2B	00	00	83
	224	2E	00	07	02
	224	2D	00	00	40
	213	5A	00	01	30
	213	4A	00	09	65
	213	3A	00	03	24
	213	1A	00	04	77
	213	1B	00	00	40
	212	6	00	12	78
	212	2	00	07	56
	212	1	00	03	00
	217	2	00	04	69
	217	1A	00	02	15
	217	4C	00	01	08
	217	1B	00	2	98
	217	1C	00	00	51
	207	3	00	06	18
	207	5	00	02	30

(1)	(2)	(3)	(4)	(5)	(6)
12. Nayappakkam (Contd.)	207	4	00	04	50
	207	1	00	00	65
	205	-	00	00	60
	296	1B	00	02	16
	296	2	00	14	04
	296	1A	00	05	12
	295	3H	00	03	60
	295	3G	00	02	34
	295	3F	00	03	24
	295	3E	00	02	88
	295	3D	00	03	24
	295	3B	00	04	32
	295	3A	00	00	90
	294	-	00	00	90
	292	-	00	13	85
	295	2	00	07	92
	295	1	00	12	60
	258	-	00	02	24
	257	-	00	01	92
	268	-	00	20	13
	267	-	00	11	22
	266	-	00	25	56
	263	-	00	03	22
	261	-	00	00	40
	262	-	00	27	45

Taluk : Tiruvallur District : Tiruvallur State: Tamilnadu

Name of the Village	Survey No.	Sub-division No.	Area Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
31. Vengal	411	6	00	08	49
	411	4	00	07	64
	413	3	00	05	86
	413	2	00	05	91
	413	1	00	18	18
	414	4	00	21	44
	414	3	00	05	40
	414	6	00	01	55
	414	2A	00	08	73
	414	1	00	05	93
	415	3	00	17	40
	415	2	00	02	99
	415	1	00	03	24
	419	3	00	09	90
	423	3	00	19	71
	423	2	00	14	40
	425	7	00	17	54

(1)	(2)	(3)	(4)	(5)	(6)
31. Vengal (Contd.)	425	15	00	00	40
	425	14	00	00	85
	425	8	00	03	42
	425	9	00	03	24
	425	10	00	01	80
	425	11	00	03	42
	425	2	00	01	75
	426	12	00	08	64
	426	11B	00	04	91
	426	11A	00	01	54
	426	8	00	08	08
	426	9A	00	05	56
	426	1	00	00	40
	427	4	00	03	18
	427	7	00	05	26
	427	6	00	01	41
	427	1	00	04	19
	428	5	00	05	83
	428	8	00	01	58
	428	7B	00	00	40
	428	6	00	07	07
	428	2	00	03	50
	428	1A	00	05	45
	429	4	00	00	40
	240	2D	00	10	58
	240	2C1	00	13	50
	240	2B	00	08	46
	240	1	00	32	40
	238	1	00	11	10
	237	1	00	23	20
	216	3	00	23	44
	216	2J	00	00	40
	215	-	00	14	40
	205	5	00	12	26
	205	2	00	02	60
	205	3	00	02	44
	203	7	00	00	40
	203	6	00	03	28
	203	5	00	00	97
	203	4	00	01	16
	203	3	00	00	40
	203	2	00	00	40
	203	1	00	07	45
	202	3	00	05	00
	202	4	00	04	66
	199	3	00	01	81
	199	4	00	05	93
	199	5	00	03	58
	193	9	00	10	18
	193	3	00	05	60

(1)	(2)	(3)	(4)	(5)	(6)
31. Vengal (Contd.)	193	5	00	04	80
30. Sembedu	52	5	00	10	08
	52	4B	00	10	08
	52	4A	00	08	28
	52	3	00	02	21
	52	2	00	05	70
	52	1	00	05	18
	50	7C	00	06	12
	50	7A2	00	07	00
	50	4B	00	05	60
	50	4A	00	05	30
	50	6B	00	00	88
	50	6A	00	03	51
	49	10D	00	03	96
	49	10C	00	04	32
	49	10B	00	04	32
	49	10A	00	02	25
	49	9B	00	01	10
	49	6B	00	04	41
	62	9	00	00	60
	62	8A	00	04	01
	62	7	00	05	76
	62	6	00	02	42
	62	5	00	02	40
	62	4	00	06	66
	62	3	00	00	40
	63	6C	00	03	12
	63	8	00	05	16
	63	6B	00	02	24
	63	9	00	02	31
	63	10	00	02	20
	63	6A	00	01	54
	63	3	00	02	16
	63	4	00	01	98
	63	5	00	02	16
	63	2A	00	05	70
	63	1	00	01	75
	63	13	00	00	40
	63	12	00	00	96
	64	19	00	00	40
	64	17	00	00	75
	64	21	00	01	90
	64	15	00	03	50
	64	14	00	03	20
	64	13	00	03	24
	64	12	00	03	24
	64	11	00	03	42
	78	91	00	01	18
	78	9F	00	01	00
	78	9E	00	00	70
30. Sembedu (Contd.)	78	9D	00	01	08
	78	9C	00	00	54
	78	9B	00	00	75
	78	9A	00	00	40
	78	8	00	00	40
	77	5	00	04	50
	77	4	00	04	32
	77	1A	00	06	48
	76	6	00	02	94
	76	7B1V	00	00	53
	76	7B1T	00	00	70
	76	7B1R	00	00	98
	76	7B1P	00	01	22
	76	7B1O	00	01	02
	76	7B1M	00	00	81
	76	7B1N	00	00	40
	76	7B1K	00	01	00
	76	7A	00	00	84
	76	7B1W	00	00	76
	76	7B1I	00	01	50
	76	7B1J	00	00	40
	76	7B1F	00	01	90
	76	7B1G	00	00	40
	76	7B1D	00	01	62
	76	7B1B	00	00	50
	76	7B1C	00	01	08
	76	7B1A	00	02	52
	76	4	00	00	40
	76	8	00	04	14
	82	29B	00	04	50
	82	29A	00	02	88
	82	25	00	10	62
	82	24	00	00	40
	82	23	00	02	60
	82	22	00	02	40
	82	19	00	00	40
	82	18	00	03	90
	82	15	00	00	40
	82	16	00	02	50
	82	14	00	00	85
	82	12	00	00	40
	82	10	00	11	10
	82	9	00	01	04
	169	2A	00	07	50
	169	3	00	00	60
	168	4	00	12	50
	168	3D	00	02	85
	168	3F	00	03	62
	168	3C	00	00	40
	168	3E	00	07	00

(1)	(2)	(3)	(4)	(5)	(6)
30. Sembedu (Contd.)	168	2	00	01	28
	168	1	00	14	40
	111	3	00	07	20
	111	2	00	13	00
	111	1	00	09	00
	111	6	00	00	40
	110	20	00	00	40
	112	6	00	02	00
	112	7	00	06	15
	112	15	00	04	68
	112	14	00	03	60
	112	13	00	04	96
	112	11	00	01	53
	112	10	00	01	60
	113	1	00	08	10
	113	13	00	00	40
	113	4	00	02	25
	113	3	00	04	20
	113	2	00	00	40
	113	5	00	01	80
	106	2	00	02	50
	106	3F	00	00	40
	106	3G	00	00	75
	106	5	00	00	60
	106	4	00	06	40
	106	7A	00	02	56
	106	8	00	08	30
	106	9	00	00	65
	106	14	00	00	60
	106	15	00	03	96
	107	4	00	01	95
	104	6	00	03	70
	104	8A	00	00	40
	104	5	00	00	60
	104	7	00	03	60
	104	4B	00	03	20
	104	4C	00	08	44
	104	4D	00	00	40
	104	4E	00	06	40
	99	15	00	03	68
	99	13	00	05	30
	99	14	00	06	12
	101	9	00	10	26
	101	8A	00	02	00
	101	8B	00	01	26
	101	8C	00	00	40
	101	3C	00	01	80
	101	3B	00	02	88
	101	3A	00	08	64
	101	2	00	02	50

(1)	(2)	(3)	(4)	(5)	(6)
30. Sembedu (Contd.)	101	4B	00	00	40
	101	1B	00	01	08
	101	1A	00	06	84
	94	11	00	14	04
	94	10	00	06	24
	94	14	00	00	60
	94	9	00	03	60
	94	8	00	03	96
	94	7	00	08	46
	94	2	00	03	60
	94	1	00	00	40
	95	10	00	05	10
	95	6	00	07	10
	95	9	00	03	64
	95	7	00	02	16
	95	8	00	04	36
	93	1	00	23	50
21. Erraiyur	20	2C	00	05	68
	20	2A	00	06	05
	20	1A	00	04	22
	20	1B	00	02	69
	19	8	00	05	76
	19	7	00	04	61
	19	6	00	02	80
	19	4	00	10	08
	19	2	00	09	25
	13	2	00	09	64
	12	20	00	05	19
	12	16	00	04	88
	12	15	00	02	70
	12	14	00	03	14
	12	8	00	02	95
	12	7	00	05	97
	12	6	00	05	66
	12	5	00	11	93
	12	4	00	00	40
	11	1B	00	06	30
	11	1A	00	17	71
	10	5B	00	07	32
	10	5A	00	00	84
	10	1D	00	06	35
	10	1C	00	01	05
	10	2B	00	06	54
	3	3	00	09	72
	3	2	00	09	72
	3	1B	00	04	55
	3	1A	00	04	63
	1	8	00	16	51
23. Thirupair	1	1A	00	06	40
	1	1B	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
7. Sendrayampalyam	39	5	00	00	90
	39	7	00	07	85
	39	6	00	01	44
	57	-	00	20	36
	56	2D	00	01	95
	58	1	00	04	75
	59	1B	00	09	50
	59	1A	00	04	73
	59	2	00	04	20
	61	1D	00	04	82
	61	1C	00	05	18
	61	1B	00	03	78
	61	2A	00	05	29
	61	1A	00	00	68
	62	2	00	09	01
	63	-	00	16	02
	281	4N	00	00	75
	281	13	00	05	40
	281	12	00	00	65
	286	6	00	00	96
	286	1	00	14	80
	286	9F	00	00	87
	286	9E	00	03	47
	286	9H	00	01	36
	286	91	00	00	40
	307	5F	00	02	91
	307	5G	00	01	60
	307	5H	00	03	50
	307	3	00	00	77
	308	1A	00	04	01
	304	7B	00	03	36
	304	7A	00	12	96
	304	6A	00	05	50
	304	12A	00	00	40
	304	6C	00	05	90
	304	9	00	03	00
	304	10	00	00	40
	304	11	00	05	82
	304	8	00	00	40
	293	3	00	04	05
	294	-	00	00	72
	440	1A	00	03	88
	440	1B	00	03	33
	440	2A	00	00	56
	441	1A	00	04	70
	441	1B2	00	02	16
	441	1B1	00	02	28
	442	2	00	08	08
	442	1	00	09	36
	459	1	00	01	92
7. Sendrayampalyam (Contd.)	459	2	00	01	73
	459	3A	00	00	90
	458	2A	00	05	58
	458	1A	00	06	30
	457	5B	00	00	89
	491	6B	00	01	78
	491	7	00	05	91
	491	6A	00	01	67
	490	2	00	06	17
	490	1	00	00	40
	489	2	00	12	80
	489	1	00	00	40
	516	-	00	00	40
	515	5	00	02	88
	515	4	00	02	07
	518	2	00	01	80
	518	1	00	01	63
	517	1	00	04	38
	519	2	00	02	55
	519	1	00	02	00
	519	5	00	02	88
	519	4	00	03	78
	519	3	00	05	37
	525	1	00	06	48
	525	2	00	05	22
	526	1B	00	00	50
	526	2	00	09	43
	527	5A	00	02	83
	527	3	00	02	66
	527	5B	00	00	40
	527	2	00	02	56
	527	4	00	00	67
	528	3	00	06	84
116. Thomur	62	2P	00	03	17
	62	2O	00	00	81
	62	2N	00	05	76
	63	4B	00	00	40
	63	4A	00	15	52
	63	2B	00	06	92
	63	2A	00	01	58
	97	1G	00	00	60
	97	1F	00	02	10
	97	1E	00	03	92
	97	1D	00	04	98
	97	1C	00	11	17
	97	1B	00	00	80
	97	2	00	00	63
	96	1O	00	12	22
	96	14	00	06	00
	96	13	00	04	86

(1)	(2)	(3)	(4)	(5)	(6)
116. Thomur (Contd.)	96	11	00	00	70
	96	12	00	00	40
	96	15	00	12	96
	66	10	00	07	48
	66	11	00	04	90
	66	12	00	07	56
	66	14	00	00	40
	66	7	00	09	02
	66	13	00	01	80
	67	12	00	12	18
	90	10	00	02	34
	90	11	00	03	96
	90	9	00	01	48
	90	13	00	07	35
	90	12	00	00	75
	90	4	00	01	24
	90	5	00	06	05
	90	1	00	15	67
	75	16	00	04	61
	75	12	00	04	86
	75	13	00	06	62
	80	9	00	01	80
	80	8	00	01	80
	80	6	00	01	98
	80	7	00	01	98
	80	4	00	20	88
	81	2C	00	04	32
	81	2D	00	09	08
	83	2A	00	03	90
	83	1D	00	01	06

Taluk : Tiruthani District :Tiruvallur State: Tamilnadu

Name of the Village	Survey No.	Sub-division No.	Area Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
43. Kanchipadi	57	12	00	05	22
	56	15	00	00	40
	56	16	00	08	42
	56	7	00	05	10
	56	6	00	01	47
	56	20	00	05	55
	56	4	00	02	39
	56	1	00	04	65
	58	13	00	13	14
	58	12	00	01	64
	53	5	00	03	88
	58	11	00	04	06

(1)	(2)	(3)	(4)	(5)	(6)
43. Kanchipadi	52	8	00	11	69
	52	6	00	09	00
	59	10	00	06	99
	38	10	00	03	98
	38	4C	00	08	04
	38	3	00	05	35
	38	4A	00	02	26
	37	6	00	00	75
	37	5	00	05	49
	37	7	00	07	46
	37	8	00	03	45
	37	4	00	05	91
	20	9	00	08	78
	20	10	00	08	28
	20	8A	00	06	30
	20	1	00	02	80
	19	5	00	04	40
	24	4	00	10	08
	26	8	00	01	91
	26	7	00	00	40
	26	4	00	01	49
	2	10C	00	06	76
	2	10B	00	08	64
	2	10A	00	00	40
	2	8B	00	00	40
	2	7B	00	07	82
	2	7A	00	06	87
	2	4B	00	03	10
	1	24	00	00	82
	1	22A	00	00	40
	1	23	00	00	40
	2	4A	00	02	58
	1	18	00	09	74
	1	21	00	01	07
	1	19	00	11	74
	1	20	00	04	00
42. Gulur	72	18	00	09	79
	72	22	00	03	39
	72	21	00	10	01
	72	12	00	07	65
	72	11	00	06	56
	71	4	00	05	85
	71	3	00	09	90
41. Panapakkam	39	4	00	00	40
	39	3	00	04	83
	39	2	00	09	00
	39	1	00	00	40
	38	12	00	01	60
	38	11	00	05	51
	38	13	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
41. Panapakkam (Contd.)	38	14	00	01	04
	38	9	00	25	02
	38	10	00	01	80
	37	3	00	01	80
	37	2	00	12	60
	14	15	00	04	65
	14	13	00	02	27
	14	12	00	00	94
	14	11	00	00	90
	14	14	00	04	30
	16	12	00	00	82
	16	13	00	04	08
	16	14	00	02	16
	16	10	00	01	94
	16	5	00	03	20
	16	3	00	03	70
	17	9	00	04	68
	17	16	00	08	64
	17	15	00	02	10
	17	14	00	01	50
	17	13	00	01	70
	27	1	00	25	65
	21	17	00	04	60
	21	16	00	04	46
	21	14	00	00	40
	21	15	00	05	76
40. Nedambaram	51	18A	00	05	40
	51	6	00	09	50
	51	8B	00	00	40
	51	15B	00	00	94
	51	10	00	10	53
	51	9	00	04	63
	51	11C	00	02	11
	51	11B	00	01	82
	51	11A	00	01	92
	31	14	00	05	39
	31	13	00	04	36
	32	18	00	05	09
	32	10	00	01	75
	32	11	00	02	32
	32	13	00	00	40
	32	16	00	02	91
	32	17	00	00	90
	33	19	00	00	66
	33	18	00	03	00
	33	5	00	10	65
	33	6	00	00	94
	34	10	00	01	08
	34	5	00	03	74
	34	6	00	09	99
40. Nedambaram	45	25	00	03	56
	45	21	00	00	40
	45	22	00	03	10
	45	24	00	00	40
	45	23B	00	01	00
	45	23A	00	01	80
	45	14	00	05	91
	45	6A	00	00	90
	45	6B	00	01	24
	45	3	00	04	60
	45	5	00	03	61
	44	3	00	04	42
	44	4	00	08	11
	44	1	00	01	10
35. Arumbakkam	207	4	00	18	18
	207	3	00	00	40
	207	5	00	00	40
	206	6	00	06	64
	206	7C	00	12	66
	206	7B	00	05	70
	206	9	00	05	26
	206	11	00	00	50
	206	10B	00	04	90
	206	10A	00	04	86
	204	8	00	04	82
	204	10	00	03	60
	204	9	00	00	84
	204	3	00	05	04
	204	2	00	04	50
	203	17	00	03	00
	203	18	00	00	75
	203	16	00	01	50
	203	8	00	03	70
	203	9	00	03	70
	203	7	00	02	52
	203	6	00	05	94
	203	5	00	01	00
	203	4	00	03	80
	200	9C	00	12	96
	200	8	00	03	60
	200	7	00	00	40
	212	3	00	01	70
	212	2	00	15	12
	212	1C3	00	27	30
	212	1C2	00	15	12
	212	1C1	09	02	88
	212	1B2	00	10	08
	212	1B1	00	05	76
	212	1A2	00	03	24
36. Kuppam	198	-	00	00	40
	2	2	00	04	38
	2	1	00	16	20

(1)	(2)	(3)	(4)	(5)	(6)
33. Arungulam	312	15	00	02	90
	312	14	00	03	20
	312	12	00	01	50
	312	11	00	02	43
	312	10	00	01	33
	312	8	00	03	00
	312	9	00	00	90
	312	7	00	03	72
	312	6	00	01	00
	312	3	00	01	60
	312	2	00	07	05
	312	4	00	03	50
	371	13F	00	14	50
	371	13E	00	07	38
	371	13D	00	03	76
	371	13C	00	03	22
	371	13B	00	03	40
	371	13A	00	04	86
	370	12B	00	06	84
	370	12A	00	06	48
	370	14C	00	03	60
	370	14B	00	01	80
	370	14A	00	05	40
	370	9A	00	08	00
	370	9B	00	01	20
	370	6	00	01	28
	370	5	00	05	10
	370	4	00	00	40
	290	8	00	15	66
	290	6	00	08	37
	290	5A	00	00	40
	290	1	00	07	55
	289	5	00	04	65
	289	4	00	01	24
	289	7B	00	01	50
	289	7C	00	01	50
	289	8	00	01	80
	289	9	00	00	90
	289	1	00	14	40
	287	3	00	12	40
	287	4	00	06	00
	287	5	00	05	90
	287	6	00	05	46
	287	7B	00	02	90
	286	13B	00	05	31
	286	13C	00	00	40
	286	15	00	01	30
	286	16	00	15	75
	286	13D	00	00	48
	286	2	00	00	40
33. Arungulam Contd.)	286	19	00	06	48
	286	18	00	00	40
	286	20	00	06	30
	286	1C1	00	00	40
	285	3	00	01	32
	285	4	00	03	70
	285	6	00	03	55
	285	22	00	01	85
	285	9	00	03	20
	285	21	00	02	85
	285	20	00	00	40
	285	10B	00	00	40
	285	11	00	04	00
	285	12	00	02	00
	285	10A	00	00	40
	283	11	00	01	80
	283	12A	00	01	80
	283	6	00	01	40
	283	7	00	00	50
	283	5	00	01	74
	283	4	00,	03	42
	283	2C2	00	03	60
	283	2C1	00	07	20
	284	8	00	01	30
	284	9	00	02	88
	284	1	00	01	00
	284	10	00	00	40
	254	1A1A	00	33	00
	251	1B1	00	29	00
	251	1A	00	10	80
	250	-	00	03	00
	244	2	00	08	70
	244	4	00	00	40
	226	10	00	30	72
	223	6	00	22	05
	223	4C	00	00	40
	223	4B	00	07	00
	223	4A	00	01	70
	223	1	00	01	00
	221	1B2	00	04	68
	221	1B1	00	15	84
	221	1A	00	20	07
	217	2	00	03	00
	217	1	00	02	50
	79	7	00	06	96
	79	6	00	04	80
	79	1	00	05	40
	80	2	00	05	76
	80	1	00	02	94
	81	2A	00	03	36

(1)	(2)	(3)	(4)	(5)	(6)
33. Arungulam (Contd.)	81	1	00	07	56
	81	8B	00	00	40
	87	8	00	01	20
	87	1	00	08	00
	88	18	00	09	36
	88	17	00	17	10
	88	1	00	03	96
	91	1	00	09	30
	14	19	00	14	85
	14'	18	00	02	00
	14'	17	00	01	50
	14'	16	00	02	52
	14	3	00	04	50
	14	2	00	01	80
	14	1	00	04	14
	13	17	00	06	66
	13	15	00	04	34
	13	14	00	05	40
	13	5	00	02	34
	13	4	00	02	34
	13	1	00	02	52
	381	1C	00	00	70
	12	18	00	04	86
	12	17	00	01	35
	12	16	00	00	40
	12	10	00	01	50
	12	9	00	01	54
	12	2	00	04	76
	12	1	00	01	70
	12	3	00	03	36
	12	4	00	06	34
	380	6	00.	18	27
25. Thalavedu	262	7	00	18	00
	262	5P	00	00	90
	262	6	00	28	64
	263	1B2	00	02	88
	263	1B3	00	05	94
	26	1A	00	07	20
	263	1C	00	04	38
	257	18	00	03	60
	257	17	00	03	60
	257	8A	00	03	24
	257	7	00	03	22
	257	4	00	04	58
	257	3	00	02	52
	192	9	00	01	30
	192	10	00	00	56
	192	7B	00	00	81
	192	7A	00	06	48
	192	4	00	01	32
25. Thalavedu (Contd.)	192	5	00	02	08
	192	3B	00	01	20
	192	3A	00	01	26
	192	2	00	02	96
	191	15	00	01	00
	191	16	00	00	65
	191	14	00	01	70
	191	13	00	01	80
	191	12	00	01	54
	191	10D	00	00	70
	191	10C	00	01	80
	191	11	00	02	95
	191	10B	00	01	60
	190	19	00	00	80
	190	20	00	03	32
	190	16	00	06	30
	190	15	00	02	80
	190	14	00	03	76
	190	13C	00	00	95
	190	11	00	04	50
	190	10	00	01	00
	190	6	00	03	60
	190	4	00	01	60
	190	5	00	00	40
	190	2	00	03	60
	190	1	00	00	40
	173	21	00	03	10
	173	15	00	02	20
	173	16	00	02	16
	173	25	00	01	64
	173	17	00	02	40
	173	13	00	00	50
	173	12	00	07	00
	172	7	00	01	90
	172	3A	00	05	60
	172	2A	00	00	40
	171	7B	00	03	20
	171	7A	00	00	40
	171	5	00	16	30
	171	2	00	00	45
	158	6	00	10	00
	158	11	00	00.	80
	158	2	00	06	30
	158	1C	00	06	80
	158	1D	00	00	40
	159	3D	00	06	68
	159	3C	00	06	16
	159	3B	00	00	40
	159	1A	00	08	28
	160	3A	00	17	04

(1)	(2)	(3)	(4)	(5)	(6)
25. Thalavedu (Contd.)	160	3B	00	00	50
	91	8	00	06	30
	91	9	00	04	90
	91	12	00	00	40
	91	11	00	03	00
	91	10B	00	01	80
	91	10A	00	01	04
	82	2D3	00	03	84
	82	2D2	00	01	92
	82	2C1	00	05	04
	82	2B	00	05	01
	82	2A3	00	03	72
	82	2A2	00	00	76
	82	1E6	00	07	56
	82	1D5	00	06	38
	82	1D6	00.	01	00
	82	1C	00,	10	44
	71	10	00	03	00
	71	9	00	03	10
	71	8	00	02	07
	71	7	00	01	04
	71	6	00	12	33
	71	5A	00	03	18
	71	5B	00	00	84
	71	4B	00	01	80
	95	10	00	08	46
	95	9	00	08	26
	95	4B	00	00	82
	95	4A	00	03	36
	95	1	00	00	40
	95	3A	00	00	40
	95	2	00	09	06
	267	4A1A	00	52	20
	105	-	00	46	80
26. Ponpadi	201	1	00	13	00
	202	3	00	02	10
	202	5	00	2	80
	200	3	00	06	43
	198	7	00	06	82
	198	5	00	01	82
	198	6	00	02	80
	198	3	00	00	40
	199	4	00	07	44
	187	15	00	10	62
	187	14	00	03	76
	187	13	00.	04	29
	187	12	00.	01	36
	187	10	00	02	50
	187	11	00	02	60
	186	5	00	05	22
26. Ponpadi (Contd.)	186	4	00	09	64
	186	3	00	07	51
	186	2	00	01	65
	186	1	00	01	62
	185	6	00	03	20
	185	5	00	01	40
	185	4	00	00	70
	185	7	00	04	48
	185	3	00	00	40
	185	2	00	00	40
	185	8	00	03	90
	185	1	00	00	54
	184	2	00	11	25
	184	6	00	00	96
	184	3	00	06	00
	184	5	00	01	17
	184	4	00	03	46
	183	6	00	05	60
	183	3	00	00	40
	183	7	00	04	55
	183	5	00	01	48
	161	7	00	06	96
	161	6	00	08	20
	161	5	00'	07	92
	162	1A	00	15	64
	162	1C	00	02	00
	153	12	00	11	60
	153	11	00	00	40
	153	10	00	03	60
	153	9	00	07	56
	154	9	00	03	60
	154	7A	00	09	60
	150	4	00	01	70
	150	3	00	06	84
	150	2A	00	03	06
	150	1	00	05	75
	155	10	00	01	70
	155	9	00	01	00
	155	6	00	00	40
14. Alamelumangapuram	145	17C	00	09	68
	145	17B	00	01	12
	145	16	00	03	60
	145	15	00	02	60
	145	7	00	10	23
	145	10	00	00	40
	145	9	00	00	40
	145	8	00'	00	40
	145	22	00	00	40
	145	6	00	04	14
	145	4A	00	16	60

(1)	(2)	(3)	(4)	(5)	(6)
14. Alamelumangapuram	145	3B	00	01	80
(Contd.)	145	3A	00	01	50
	145	3C	00	01	00
	145	2A	00	03	08
	149	9	00	03	36
	149	8	00	01	50
	149	7A	00	01	70
	149	7B	00	00	40
	149	6	00	01	80
	149	5	00	03	60
	149	4	00	04	10
	149	2	00	03	20
	149	3	00	00	40
	150	22	00	06	20
	150	21	00	01	00
	150	20	00	03	30
	150	19	00	01	40
	150	18	00	01	50
	150	17	00	01	71
	150	16	00	02	70
	150	15	00	00	40
	150	13	00	05	40
	150	9B2	00	09	00
	150	9A3	00	02	60
	150	9A2	00	00	40
	150	9A1	00	00	92
	150	8	00	03	60
	150	7	00	00	40
	150	3	00	04	68
	274	6	00	13	80
	274	5	00	01	47
	182	3A	00	02	34
	182	4	00	09	80
	182	15	00	01	26
	182	11	00	04	65
	182	10	00	06	98
	182	12	00	01	98
	188	13B	00	10	44
	188	11B	00	04	30
	188	11A	00	00	40
	188	12B	00	02	05
	188	12A	00	01	55
	185	8	00	08	72
	185	9	00	01	10
	185	7	00	00	90
	185	1	00	00	72
	185	2	00	02	52
	185	3	00	04	68
	185	4	00	03	42
	184	2A	00	01	80
	250	—	00	31	68
	251	1	00,	05	40
	263	11	00	20	70
	263	12	00	09	00
14. Alamelumangapuram	263	13	00	05	70
(Contd.)	263	10	00	15	20
	263	9	00	00	50
	263	5	00	05	58
	263	4	00	03	24
	263	3	00	04	05
	263	2	00	05	13
	263	1	00	11	97
	259	1A2	00	01	46
	259	1A1	00	05	04
	258	—	00	25	20
	257	3A	00	09	00
	257	3B	00	01	00
	257	1C	00	01	08
	257	1B	00	27	00
	257	1A	00	16	92
15. Murukkampattu	9	16	00	10	80
	9	15	00	07	70
	9	8	00	05	92
	9	9A	00	03	67
	9	9B	00	00	52
	9	10	00	11	34
	7	12	00	00	49
	9	11	00	03	42
	7	11	00	14	59
	7	8	00	09	83
	7	6	00	03	75
	6	10	00	06	30
	6	9	00	02	52
	6	8	00	02	88
	6	6	00	00	40
	8	1	00	00	40
	5	22	00	06	40
	5	23	00	04	80
	5	21	00	04	80
	5	20	00	01	66
	5	19	00	01	83
	5	18	00	05	81
	4	18	00	00	62
	19	8	00	23	05
	19	3	00	25	20
11. Suryanagaram	23	5	00	02	50
	23	6	00	00	40
	23	2	00	01	80
	23	18	00	02	88
	23	17	00	02	88
	23	1	00	02	52
	1	7	00	02	52
	1	6	00	02	52
	1	5A	00	01	25
	1	5B	00	02	52
	1	4A	00	00	40
	1	4B	00	05	40
	1	3	00	10	08

(1)	(2)	(3)	(4)	(5)	(6)
11. Suryanagaram (Contd.)	1	2B2	00	08	06
	1	2B3	00	03	90
12. Krishnasamudram	214	8	00	00	40
	214	6	00	00	90
	214	2B	00	06	66
	214	2A	00	05	40
	216	8	00	03	52
	216	9	00	01	26
	216	7B	00	00	40
	216	7A	00	00	40
	216	5	00	03	73
	216	6	00	00	40
	216	4	00	03	22
	216	3	00	04	32
	221	4E	00	04	10
	221.	1	00	07	11
	221	3	00	03	96
	222	6	00	02	04
	222	5	00	01	22
	222	7A	00	02	76
	222	4	00	00	40
	222	8	00	04	00
	222	2	00	01	44
	222	1	00	02	15
	223	4	00	01	62
	223	3	00	01	62
	223	2	00	01	80
	324	3	00	05	42
	324	1B	00	00	40
	224	42B	00	02	80
	224	42A	00	02	00
	224	40	00	04	00
	224	39	00.	01	00
	224	38	00	01	00
	224	31	00	00	40
	224	37	00	01	50
	224	36	00	01	50
	224	35	00	01	75
	224	34	00	01	62
	225	11	00	04	14
	225	6B	00	03	10
	225	6A	00	03	06
	225	5	00	05	94
	225	3B	00	02	[illegible]
	225	2	00	05	94
	225	1	00	02	34
	228	7	00	03	06
	228	6C	00	03	18
	228	6B	00	03	12
	228	6A	00	01	92
	228	SF	00	00	52
	228	5E	00	00	50
	228	5A	00	14	20
	228	5D	00	00	40
12. Krishnasamudram (Contd.)	228	2B	00	02	16
	228	1F	00	04	32
	228	1G	00	00	54
	228	1E	00	02	34
	228	1D	00	02	70
	228	1B	00	03	08
	228	1C	00	01	10
	229	10	00	02	50
	229	9	00	02	52
	229	8	00	02	16
	229	7	00	02	43
	229	5C	00	00	70
	229	5B	00	00	40
	229	5A	00	00	40
	229	4	00	01	00
	229	3	00	00	40
	229	2A	00	00	40
	201	10	00	02	45
	201	8	00	05	30
	200	9	00	00	40
	200	8	00	00	40
	230	5	00	00	40
	199	9	00	00	45
	199	8	00	05	76
	199	7	00	02	80
	199	6	00	02	88
	199	5B	00	03	24
	199	5A	00	03	24
	199	2	00	14	13
	199	1	00	00	60
	231	11B	00	00	80
	231	11A	00	00	40
	231	8	00	00	40
	198	6	00	04	40
	198	4B2	00	02	97
	198	4B1	00	01	76
	198	4A	00	01	62
	198	3	00	03	06
	198	2	00	06	48
	233	15	00	04	86
	233	9	00	02	60
	233	10	00	06	00
	233	8	00	05	94
	233	4	00	03	06
	233	3	00	03	06
	233	2	00	05	40
	235	7	00	08	10
	235	6	00	05	40
	235	5	00	05	40
	236	11	00	01	80
	236	10	00	03	24
	236	9F	00	01	65
	236	9G	00	00	40
	236	9E	00	03	78

(1)	(2)	(3)	(4)	(5)	(6)
12. Krishnasamudram (Contd.)	236	9C	00	04	86
	236	9A	00	04	14
	238	5B	00	09	00
	237	7	00	00	40
	237	6B	00	02	82
	237	6A	00	00	60
	237	4C	00	02	55
	237	5	00	00	51
	237	4B	00	01	95
	237	4A	00	00	75
	237	3B	00	02	04
	237	2B	00	00	80
	237	3A	00	01	70
	237	2A	00	01	52
	237	1	00	01	68
	151	8	00	03	30
	151	7	00	00	90
	151	6B	00	02	21
	151	6A	00	03	06
	151	5	00	04	86
	151	2	00	03	42
	151	1	00	03	24
	142	7	00	05	40
	142	4B	00	13	32
	142	3	00	02	50
	141	5	00	10	80
	141	4A	00	00	40
	141	3	00	03	60
	141	1B	00	00	72
	141	1A	00	02	54
	140	3	00	04	53
	140	2	00	02	07
	140	1	00	10	74
	87	5	00	05	76
	87	4	00	09	30
	87	2	00	00	40
	87	1	00	00	96
	89	7	00	04	40
	89	6	00	01	18
	89	5	00	02	30
	89	4	00	02	21
	89	3	00	03	10
	89	2	00	01	27
	89	1	00	03	90
	91	4	00	01	50
	91	3	00	02	24
	91	6	00	02	80
	91	5	00	02.	86
	91	12	00	00	40
	90	5	00	04	50
	90	4	00	03	60
	90	3	00	03	78
	95	6	00	02	80
	95	8	00	00	40

(1)	(2)	(3)	(4)	(5)	(6)
12. Krishnasamudram (Contd.)	92	2	00	04	50
	92	3	00	00	65
	92	1	00	05	94
	94	4	00	06	12
	94	2B	00	04	03
	94	3	00	01	55
	94	2A	00	04	08
	94	1	00	02	04
	106	6B	00	05	76
	106	5	00	06	12
	106	4	00	03	42
	106	3	00	03	42
	106	1	00	04	14
	105	5	00	05	20
	105	12	00	00	40
	105	6	00	05	04
	105	1B	00	07	56
	105	7	00	00	40
	104	4	00	03	92
	104	3	00	05	98
	104	2	00	05	76
	104	1	00	04	50
	103	11B	00	05	40
	103	12	00	04	86
	103	13	00	06	40
	103	4	00	06	12
	103	3	00	01	98
	27	4	00	05	56
	27	5	00	19	56
	27	3	00	00	40
	10	7	00	08	10
	10	6	00	04	50
	10	5	00	03	10
	10	4	00	05	75
	11	7B	00	01	87
	11	8C	00	00	90
	11	8A	00	21	48
	11	8B	00	01	20
	3	3B	00	07	92
	3	3A	00	07	74
	3	2E	00	01	80
	3	2D	00	04	86
	3	2C	00	05	76
	3	2B	00	07	38
	3	2A	00	06	30
	3	1	00	10	44
	5	-	00	22	89
3. Sirugumi	4	1E	00	02	94
	4	1F	00	04	44
	4	1C	00	15	60
	4	1B	00	15	96
	4	1A	00	16	92
	217	2	00	11	63
	218		00	03	06

Taluk : Pallipat District : Tiruvallur State: Tamilnadu

Name of the Village	Survey No.	Sub-division No.	Area Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
19. Ramasamudram	67	3	00	07	50
	58	1	00	13	68
	12	3A65	00	02	20
	12	3A64	00	01	62
	12	3A63	00	01	60
	12	3A62	00	10	35
	12	3A61	00	01	90
	12	3A60	00	01	40
	12	3A59	00	00	40
	12	3B	00	15	12
	12	3A33	00	01	80
	12	3A32	00	01	80
	12	3A31	00	01	80
	12	3A30	00	01	80
	12	3A22	00	03	02
	12	3A21	00	00	40
	12	3A29	00	02	52
	12	3A23	00	01	50
	12	3A20	00	01	74
	12	3A19	00	01	72
	12	3A18	00	01	80
	12	3A6	00	09	71
	12	3A7	00	01	62
	12	3A5	00	05	60
	15	13	00	22	32
	16	5	00	05	22
	16	6	00	04	32
	16	7	00	04	32
	16	8	00	04	32
	16	9	00	04	32
	16	10	00	04	32
	1	4	00	04	10
	1	3	00	00	40
	1	14	00	00	48
20. Krishnarajakuppam	182	13	00	02	50
	182	14	00	02	50
	182	17	00	02	25
	182	12	00	00	40
	182	11	00	00	70
	182	15	00	04	13
	182	10	00	01	82
	182	9	00	00	43
	182	8	00	00	44
	181	6	00	10	47
	181	15	00	00	40
	181	13	00	06	80
	181	11	00	05	40

(1)	(2)	(3)	(4)	(5)	(6)
20. Krishnarajakuppam (Contd.)	181	12	00	00	40
	181	10	00	05	22
	178	11	00	04	94
	178	12	00	01	34
	178	4	00	03	50
	178	5	00	01	26
	178	6	00	13	85
	178	8	00	00	40
	129	4	00	02	40
	129	1	00	00	65
	129	3	00	03	60
	129	5B	00	05	40
	129	2	00	02	28
	129	5A	00	01	32
	129	6	00	00	40
	128	13	00	03	98
	128	11	00	01	70
	128	14	00	00	81
	128	9	00	03	60
	128	8	00	03	50
	128	7	00	08	00
	128	6	00	00	40
	128	1B	00	02	52
	128	1A	00	00	40
	128	1C	00	04	40
	128	1D	00	00	64
	128	2	00	04	36
	123	13	00	05	40
	123	11	00	07	20
	123	7A	00	01	48
	123	7B	00	03	90
	123	8	00	03	00
	122	1	00	04	32
	116	20	00	00	51
	116	16B	00	04	14
	116	15	00	01	56
	116	14	00	01	44
	116	10	00	10	44
	116	9	00	04	68
	116	8	00	00	40
	116	7B	00	01	70
	116	7C	00	01	70
	116	4	00	02	52
	116	5	00	01	26
	116	3B	00	06	48
	116	1	00	04	32
	110	10	00	05	22
	110	9	00	03	96
	110	7	00	10	26
	112	17	00	15	50
	95	9	00	23	75
	95	4	00	03	64
	95	3	00	03	00
	96	6	00	01	32

(1)	(2)	(3)	(4)	(5)	(6)
20. Krishnarajakuppam	96	5	00	02	20
(Contd.)	96	4	00	03	20
	96	3	00	03	60
	96	2	00	00	80
	96	1	00	13	54
	96	10	00	00	40
	96	9	00	00	40
	90	2	00	01	54
	89	9	00	24	50
	89	6	00	03	85
	81	5	00	06	66
	81	4B	00	03	60
	81	4A	00	04	14
	81	2	00	08	10
	81	1B	00	04	86
	81	1A	00	06	26
	79	5	00	12	36
	79	4	00	02	67
	79	1	00	09	05
	77	2	00	08	82
	77	1	00	11	20
	75	4	00	03	82
	75	2	00	03	90
	75	1B	00	09	23
	75	1A	00	16	56
	72	7	00	05	34
	72	4	00	02	70
	72	3	00	02	70
	72	1	00	09	00
	72	2	00	00	40
	72	9	00	03	84
	42	1	00	06	84
	40	1	00	27	70
	40	2A	00	00	40
	34	14	00	03	05
	34	15	00	01	15
	34	13	00	03	06
	34	11	00	07	55
	34	16A	00	00	40
	34	10	00	07	92
	34	8	00	07	74
	34	7	00	00	90
	35	17	00	03	40
	35	13D	00	03	48
	35	13C	00	02	70
	35	12	00	01	30
	35	11	00	01	15
	35	10	00	01	00
	29	14	00	02	47
	29	8A	00	04	45

(1)	(2)	(3)	(4)	(5)	(6)
20. Krishnarajakuppam	29	7A	00	00	72
(Contd.)	29	7B	00	02	01
	29	4	00	02	92
	29	3	00	03	34
	29	2	00	00	40
	29	1	00	03	24
	19	15	00	02	85
	19	14	00	03	42
	19	13	00	00	57
	19	10	00	04	32
	19	4	00	03	12
	19	5	00	01	25
	19	3	do,	02	88
	17	8	00	03	39
	17	9	00	04	29
	3	10	00	03	21
	3	9	00	04	06
	3	6	00	07	90
	3	8	00	00	40
	223	7	00	06	74
	223	6B	00	01	50
	223	8B	00	01	20
	223	8A	00	04	15
	223	9	00	00	40
	205	6	00	01	40
	205	2	00	02	10
	205	3	00	10	00
	205	4	00	03	50
	205	5	00	03	50
	206	9	00	00	65
	206	8	00	09	20
	206	10	00	00	40
	206	5	00	03	12
	206	6	00	03	80
	206	4	00	04	50
	206	3B	00	04	50
	206	2	00	04	14
	207	11	00	04	86
	207	9	00	03	91
	207	8	00	01	80
	207	7	00	00	40
	213	1	00	05	28
	212	4	00	07	94
	212	3	00	09	60
	212	1	00	06	84
	209	12C	00	03	50
	209	12B	00	01	08
	209	12A	00	04	50
	209	11B	00	04	32
	209	11A	00	02	06

(1)	(2)	(3)	(4)	(5)	(6)
20. Krishnarajakuppam	209	7	00	02	16
(Contd.)	210	1A	00	00	40
16. Nochili	106	7	00	10	62
	106	6	00	02	73
	100	9	00.	05	58
	100	11	00	09	00
	100	10	00	12	60
	100	6	00	00	68
	100	3	00	03	45
	100	2	00	05	13
	99	1	00	05	02
	99	2A	00	00	40
	101	18	00	02	61
	101	8	00	03	60
	101	7	00	06	98
	98	11	00	01	68
	98	10	00	01	20
	98	12	00	00	90
	98	9	00	01	02
	98	5	00	05	85
	98	4	00	00	40
	98	2	00	02	30
	98	6	00	00	40
	97	4	00	02	24
	97	5	00	01	00
	97	6	00	00	80
	97	7	00	06	10
	97	1	00	00	40
	97	8	00	05	04
	96	7	00	04	70
	96	5	00	00	40
	96	4	00	03	90
	96	8	00'	05	35
	96	9	00	04	50
	96	10	00	03	20
	95	3	00	06	87
	95	4	00	01	08
	95	5	00	06	03
	95	2	00	02	10
	95	6	00	03	73
	95	7	00	03	60
	93	3	00	03	00
	93	4	00	01	53
	93	2	00	05	50
	93	1	00	05	67
	94	4B	00	00	40
	92	4	00	04	50
	92	2	00	04	12
	92	3	00	04	20
	91	12	00	03	00
	91	13	00	00	90
16. Nochili (Contd.)	91	11	00	01	00
	91	9	00	01	30
	91	10	00	01	00
	91	8	00	02	55
	91	7	00	03	96
	91	6	00	03	60
	91	1	00	04	40
	91	2	00	00	40

[F. No. R-25011/11/2007-OR-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 4 अक्तूबर, 2007

का. आ. 2937.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचनाओं सं. का. आ. 2980 दिनांक 17 नवम्बर, 2004, का. आ. 625 दिनांक 1 मार्च, 2007 तथा का. आ. 2232 दिनांक 30 जुलाई, 2007 का आंशिक अशोधन करते हुए, दिल्ली राष्ट्रीय राजधानी क्षेत्र तथा हरियाणा, उत्तर प्रदेश और राजस्थान राज्यों के राज्य क्षेत्र के भीतर, उक्त अधिनियम के अधीन, मांगल्या (इन्दौर) से पियाला/बिजवासन तक भारत पेट्रोलियम कॉरपोरेशन लिमिटेड (बीपीसीएल) की मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के साथ-साथ राजस्थान और मध्यप्रदेश के राज्य क्षेत्र के भीतर बीना-कोटा पाइपलाइन के लिए भी श्रीमति भगवंती जेठवानी, उप महानिरीक्षक, पंजीयन एवं मुद्रांक, कोटा, राजस्थान सरकार, को प्राधिकृत करती है।

[फा. सं. 31015/6/2007-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 4th October, 2007

S.O. 2937.— In partial modification of notifications of the Government of India in the Ministry of Petroleum & Natural Gas No. S.O. 2980 dated the 17th November, 2004, S.O. No. 625 dated the 1st March, 2007 and S.O. No. 2232 dated the 30th July, 2007 and in pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises Smt. Bhagwanti Jethwani, Deputy Inspector General, Stamps and Registrtion, Kota, Government of Rajasthan on deputation to Bharat Petroleum Corporation Limited (BPCL), to perform the functions of the Competent Authority for BPCL's Bina-Kota Pipeline for states of Rajasthan and Madhya Pradesh in addition to her duties of Competent Authority for Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) to Piyala/Bijwasan, under the said Act, within the territory of NCT of Delhi and States of Haryana, Uttar Pradesh and Rajasthan.

[F. No. R-31015/6/2007-OR-II]

A. GOSWAMI, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 अगस्त, 2007

का.आ. 2938.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल हाइवे ऑथॉरिटी ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 59/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2007 को प्राप्त हुआ था।

[सं. एल-42012/185/2002-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th August, 2007

S.O. 2938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the industrial dispute between the management of National Highway Authority of India, and their workmen, received by the Central Government on 30-8-2007.

[No. L-42012/185/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,-1 CHANDIGARH.

Case No. I.D. 59/2003

Sh. Udai Singh Tanwar S/o. Sh. Hari Singh, Village & P.O. Mandholi, Tehsil-Nimkathana, Distt. Mohindergarh, Haryana.

......Applicant

Versus

The General Manager, National Highway Authority of India, Plot No. 20, Sector-32, Gurgaon.

......Respondent

APPEARANCES

For the Workmen: None

For the Management: None

AWARD

Passed on 7-8-2007

Central Govt. *vide* notification No. L-42012/185/2002/ R(CM II)-dated 13-3-2003 has referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of National Highway Authority of India, Gurgaon in terminating the services of Sh. Udai Singh Tanwar S/o. Hari Singh, Road Inspector w.e.f. 1-2-2000 is legal and justified? If not, what relief the workman is entitled to ?"

2. Case repeatedly called. None appeared for the workman despite several Regd. notice issued for today i.e.7-8-2007, 11-6-2007, 8-5-2007. Only once workman appeared through his advocate 20-10-05 & 25-1-06. He did not appear on 5-4-06, 8-6-06, 25-7-06, 7-8-06, 30-10-06, 29-1-07, 20-2-07, 8-5-07 & 11-6-07. It appears that workman is not interested to persue with the present reference as he is not attending the court since 5-4-06. No useful purpose will be served in keeping the present referene pending any further. In view of the above the reference is returned to Central Govt. for want for prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh
7-8-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 31 अगस्त, 2007

का. आ. 2939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डियन इन्स्टीट्यूट ऑफ पल्स रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 60/2002, 62/2002 एवं 61/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31.8.2007 को प्राप्त हुआ था।

[सं. एल-42012/226/2001-आई आर (सी-II),

एल-42012/225/2001-आई आर (सी-II),

एल-42012/224/2001-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2002, 62/2002, 61/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Institute of Pulse Resarch, and their workman, which was received by the Central Government on 31-8-2007.

[No. L-42012/226/2001-IR (C-II),

No. L-42012/225/2001-IR (C-II),

No. L-42012/224/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI R. G. SHUKLA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM BHAWAN, ATI CAMPUS, UDYOG NAGAR, KANPUR, U.P.

Industrial Dispute Nos. 60 of 2002, 61 of 2002 and 62 of 2002

In the matter of dispute between : I.D No. 60 of 02
Smt. Kanchan S/o Sh. Puttan
C/o Rajendra Prasad Shukla
115/193, A-2 Maswanpur Rawat
Pur Kanpur.

Smt. Ram Devi w/o Sh Nankau I.D No. 62 of 02
C/o Rajendra Prasad Shakula
115/193,A-2 Maswanpur Rawat
Pur Kanpur.

Smt. Nirmala wife of Ram Kishan I.D No. 61 of 02
c/o Rajendra Prasad Shukla
115/193,A-2 Maswanpur Rawat
Pur Kanpur.

AND

The Director,
Indian Institute of Pulse Research,
GT Road Kalyanpur Kanpur,
Kanpur.

AWARD

1. Central Government, MOL, New Delhi, *vide* notification No. L-42012/226/2001-IR(CM-II) dated 2-8-02 has referred the following dispute for adjudication to this tribunal :—

> Whether the action of the management of Indian Institute of Pulse Research, Kalyanpur Kanpur in terminating the employment of Smt. Nirmala w/o. Sri Ram Kishan working as Contract worker allegedly under direct supervision of management w.e.f. 26-8-98 is legal and justified? If not to what relief the worker is entitled?

2. Vide notification No. L-42012/225/2001-IR (CM-II) dated 2-8-02 following reference has been made to this tribunal for adjudication :—

> Whether the action of the management of Indian Institute of Pulse Research, Kalyanpur Kanpur in terminating the service of Smt. Ram Devi w/o Sri Nankau working as Contract labour allegedly under direct supervision of management w.e.f. 26-8-98 is legal and justified? If not to what relief the worker is entitled to?

3. Vide notification No. L-42012/224/2001-IR (CM-II) dated 2-8-2002 following reference has been made to this tribunal for adjudication :—

> Whether the action of the management of Indian Institute of Pulse Research, Kalyanpur Kanpur in terminating the employment of Smt. Kanchan w/o Sri Puttan working as Contract labour allegedly under direct supervision of management w.e.f. 26-8-98 is legal and justified? If not to what relief the worker is entitled to?

2. As common question of law and facts are involved in the above industrial dispute cases, therefore, *vide* order dated 25-05-04 passed in I.D. Case No. 60 of 2002 the above cases were consolidated and I.D. No.60 of 2002 was made the leading case.

3. Needless to mention that after 25-5-04 several dates were provided to the contesting parties for adducing their respective evidence claims and counter claims by the Tribunal, still no evidence has been lead by the workmen in support of his claim. Case was taken for hearing at Camp Court Lucknow on 30-7-07, the representative for the management stated before the tribunal that since no evidence is avilable on the record of the case from the side of the workmen therefore, the management is also not inclined to adduce any evidence in the case. Thus virtually there is no evidence worth the name from the side of the workman, therefore, the reference is bound to be answered against the workers holding them to be not entitiled for any relief as claimed by them.

4. For the reasons discussed above, reference is decided in negative holding that the workers involved in the case are not entitled for any relief for want of proof.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अगस्त, 2007

का. आ. 2940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 59/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2007 को प्राप्त हुआ था।

[सं. एल-22012/382/1999-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2000) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, and their workman, which was received by the Central Government on 31-8-2007.

[No. L-22012/382/1999-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI R. G. SHUKLA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ATI CAMPUS, SHRAM BHAWAN, UDYOG NAGAR, KANPUR, U.P.

Industrial Dispute No. 59 of 2000

In the matter of dispute between :—

General Secretary,
Rashtriya Mazdoor Congress (Intuc)
Distt Council Kamlaja, Rambagh Colony
Ramghat Road, Aligarh.

And

The Senior Regional Manager
Food Corporation of India
5-6 Habibullah Estate
Hazaratganj Lucknow

AWARD

1. Central Goverment, Ministry of Labour, New Delhi, vide notification No. L-22012/382/99/IR(CM-II) dated 22/28-6-2000 has referred the following dispute for adjudication to this tribunal :—

> "Whether the action of the management of Food Corporation of India in not regularizing 88 workmen (list enclosed) and not giving other benefits is legal and justified? If not, to what relief the workmen are entitled?"

2. It is unnecessary to detail further facts of the case on merit as after exachange of pleadings between the parties the represntative for the workmen and workmen stopped puting their appearanace in the case after 12-2-04. Final notice was sent to the union raising the present dispute on 6-5-07, through registered post still none turned up in the case and it appears that neither the representative for the union nor the workmen are intrested in prosecuting the instant case. Even there is no evidence from the side of the union in support of their claim. In the facts and circumstances of the case the reference is bound to be answered in negative for want evidence. Accordingly it is held that the workmen involved in the present dispute are not entitled for any relief as claimed by the union as the claim has not been substantiated by cogent and reliable evidence.

3. For the reasons disclosed above, the reference is therefore answered against the union and in favour of the opposite party.

R. G.. SHUKLA, Presiding Officer

संलग्न तालिका

क्र.सं.	श्रमिक का नाम पता	पद
1	2	3
1.	गोवर्धन सिंह पुत्र मक्खन सिंह, नगला मीरपुर साथा, अलीगढ़	मंडल
2.	मुन्नेश्वर पुत्र ठकुरी सिंह, रामपुर, कासिमपुर, अलीगढ़	सरदार
3.	विजय सिंह पुत्र चुन्नीलाल, रामपुर, कासिमपुर, अलीगढ़	पल्लेदार
4.	रानिवास पुत्र मोल्मबर सिंह, धिमरपुरा, सासनी, महामायानगर	पल्लेदार
5.	सोहन लाल पुत्र मेवा राम, समसपुर, बुलन्दशहर	पल्लेदार
6.	ओम प्रकाश पुत्र नरायण सिंह, महरावल, अलीगढ़	पल्लेदार
7.	भीमसेन पुत्र खुशालीराम, रामपुर, कासिमपुर, अलीगढ़	पल्लेदार
8.	चिरंजीलाल पुत्र ठकुरी सिंह रामपुर, कासिमपुर, अलीगढ़	सरदार
9.	रामजीलाल पुत्र नैनसुख, मोरथल, हरदुआगंज अलीगढ़	मंडल
10.	अजयकुमार पुत्र ठकुरी सिंह, रामपुर कासिमपुर, अलीगढ़	सरदार
11.	प्यारेलाल पुत्र मलखान सिंह, नगला मीरपुर साथा अलीगढ़	पल्लेदार
12.	साहेब सिंह पुत्र पारसादीलाल, नगला उम्मेद रूहेरी, अलीगढ़	पल्लेदार
13.	महिपाल पुत्र देददू सिंह, रामपुर, कासिमपुर, अलीगढ़	पल्लेदार
14.	बालेश्वर पुत्र श्री सोनवीर सिंह रामपुर कासिमपुर अलीगढ़	पल्लेदार
15.	धर्मपाल पुत्र सुखराम, रामपुर कासिमपुर अलीगढ़	पल्लेदार
16.	मेघ सिंह पुत्र सोनवीर सिंह, रामपुर कासिमपुर, अलीगढ़	पल्लेदार
17.	मुन्नी लाल पुत्र रामस्वरूप, गोधा, अलीगढ़	पल्लेदार
18.	बाबूलाल पुत्र ननू सिंह, नगला मीरपुर साथा अलीगढ़	पल्लेदार
19.	दीपचन्द्र पुत्र ठंडीलाल, रूखाला, छर्रा, अलीगढ़	पल्लेदार
20.	डालचन्द्र पुत्र बिहारीलाल, नगला, कासिमपुर, अलीगढ़	पल्लेदार

1	2	3
21.	बलवीर सिंह पुत्र बिहारीलाल, नगला, नागौला, कासिमपुर अलीगढ़	पल्लेदार
22.	शिवसिंह पुत्र दानसहाय, हरदुआगंज देहात	पल्लेदार
23.	खमानीराम पुत्र उत्तमसिंह, रामपुर कासिमपुर, अलीगढ़	मंडल
24.	तुलाराम पुत्र झरगत सिंह, साकलाह करौरा, बुलन्दशहर	अ.लेबर
25.	बीरबल पुत्र चुन्नीलाल मूढाखेड़ा खुर्जा बुलन्दशहर	अ.लेबर
26.	कालीचरण पुत्र बहोरी लाल, अकराबास कनैनी, डा. अहमदगढ़ बुलन्दशहर ।	अ. लेबर
27.	रामसिंह पुत्र रामचरण मो. खेड़ा शिकारपुर बुलन्दशहर	अ.लेबर
28.	सत्यप्रकाश पुत्र रामचरण, भीमनगर, चण्डौस, अलीगढ़	अ. लेबर
29.	वीरेन्द्र सिंह पुत्र भोलम्बर सिंह, धमरपुरा, सासनी महामायानगर	अ.लेबर
30.	प्रताप सिंह पुत्र हीरालाल, समस्तपुर, जलेसर, एटा	अ.लेबर
31.	रविशेखर पुत्र ठकुरी सिंह, रामपुर, कासिमपुर, अलीगढ	अ.लेबर
32.	भानू सिंह पुत्र भूदेव सिंह, रामपुर कासिमपुर, अलीगढ़	अ.लेबर
33.	प्रेमशंकर पुत्र रामचन्द्र, रामपुर, कासिमपुर, अलीगढ	अ.लेबर
34.	रोशनलाल पुत्र दानसहाय, धुर्रा माडपुर, हरदोई	अ.लेबर
35.	शिवकुमार पुत्र ठकुरी सिंह, रामपुर, कासिमपुर, अलीगढ	अ.लेबर
36.	श्रीमती मायादेवी पत्नी ठकुरी सिंह, रामपुर, कासिमपुर, अलीगढ	अ.लेबर
37.	श्रीमती रमाश्री पत्नी दरियाव सिंह, मु.गोंडा, अलीगढ़	अ.लेबर
38.	मदनलाल पुत्र मेवाराम, सीधामई, महामायानगर	अ.लेबर
39.	गोरखपाल पुत्र मानिकचन्द, अमरपुर, लालमेर, बुलन्दशहर	अ.लेबर
40.	माणिकचन्द पुत्र विजयसिंह, हीरापुर करौरा, बुलन्दशहर	अ.लेबर
41.	सुरेन्द्र सिंह पुत्र शान्तीप्रसाद, उमरारा, डा. डिबाई बुलन्दशहर	अ.लेबर
42.	चन्दरबोस पुत्र शिवसिंह, हरदुआगंज, देहात अलीगढ़	पल्लेदार
43.	भोलम्बरपुत्र रामजीलाल, मोरथल, हरदुआगंज, अलीगढ़	पल्लेदार
44.	यादराम पुत्र किशनलाल, हरदुआगंज, अलीगढ,	पल्लेदार
45.	श्रीमती भगवान देवी पत्नी स्व. रघुराज सिंह, निवासी रामपुर, डाक-कासिमपुर, अलीगढ़	अ.लेबर
46.	श्रीमती सुनहरा देवी पत्नी स्व. जंगबहादुर पता उपरोक्त	अ. लेबर
47.	श्रीमती इन्द्रवती पत्नी स्व. बैममी पता उपरोक्त	अ.लेबर
48.	श्री कालीचरन पुत्र स्व. स्योदयाल धुरामाडपुर डा. हरदोई, जिला - अलीगढ़	अ.लेबर
49.	श्री परमेशवर पुत्र स्व. नत्थू सिंह, साथा नगला, डाक-कासिमपुर, अलीगढ़	पल्लेदार
50.	पदम सिंह पुत्र मेघसिंह, धिमरपुरा डा. सासनी महामायानगर	अ.लेबर
51.	राजकुमार पुत्र श्यामलाल पिलखना	पल्लेदार
52.	वीरपाल पुत्र तुलाराम, साबितगढ़ डा. करौरा, बुलन्दशहर	अ. लेबर
53.	रामजी लाल पुत्र श्याम लाल, ग्रा.व पो. पिलखना अलीगढ़	पल्लेदार
54.	सुरेश चन्द्र पुत्र पातीराम, नगला उम्मेद, रूहेरी, महामायानगर	अ.लेबर
55.	चितरसिंह पुत्र श्यौदानसिंह, गोंडा अलीगढ़	पल्लेदार
56.	श्री राजपाल सिंह पुत्र नोबत सिंह आजादनगर बरौठा, अलीगढ़	पल्लेदार
57.	महेन्द्र सिंह पुत्र श्री सरमन, रामपुर, पो. कासिमपुर, अलीगढ़	पल्लेदार
58.	रामवीर सिंह पुत्र श्री अर्जुन सिंह उमरारा, डिबाइ, बुलन्दशहर	पल्लेदार
59.	प्रेमपाल सिंह पुत्र किशन लाल, नगौला, डा. कासिमपुर, अलीगढ़	पल्लेदार
60.	मटरूमल पुत्र देवीराम, हरदुआगंज देहात, अलीगढ़	पल्लेदार
61.	भूरेखां पुत्र सुक्खीखां, मोरथल, हरदुआगंज	पल्लेदार
62.	पप्पू सिंह पुत्र राजपाल सिंह, आजाद नगर बरौठा, अलीगढ़	पल्लेदार
63.	दशरथ पुत्र डोरीलाल पता उपरोक्त	पल्लेदार
64.	राजवीर सिंह पुत्र मूलचन्द नगला लोका पो. कटिनी बराई, महामायानगर	पल्लेदार

1	2	3
65.	महाराज सिंह पुत्र हरपाल सिंह, पता उपरोक्त	पल्लेदार
66.	प्यारे लाल पुत्र छत्तर पाल, पता उपरोक्त	पल्लेदार
67.	संजय सिंह पुत्र शान्ती प्रसाद उमरारा, डिबाई बुलन्दशहर	अ. लेबर
68.	चन्द्रपाल सिंह पुत्र श्री भगवानदास, आजाद नगर वरौठा	पल्लेदार
69.	गुलाबसिंह पुत्र श्री मोहनसिंह, सोखना, हाथरस महामायानगर	पल्लेदार
70.	हीरा लाल पुत्र श्री रेवतीलाल मौ. सिद्व, हरदुआगंज, अलीगढ़	पल्लेदार
71.	चन्द्रपाल सिंह पुत्र श्री कालीचरण सिंह, हरदुआगंज देहात, अलीगढ	पल्लेदार
72.	कैलाशी पुत्र श्री किशनलाल पता उपरोक्त	पल्लेदार
73.	गनेशी पुत्र श्री तुरसीराम पता उपरोक्त	पल्लेदार
74.	सुखराम पुत्र श्री भीकम्बर पता उपरोक्त	पल्लेदार
75.	हरप्रशाद पुत्र श्री भीकम्बर पता उपरोक्त	पल्लेदार
76.	रामेश्वर पुत्र श्री भीकम्बर पता उपरोक्त	पल्लेदार
77.	जसवन्त पुत्र श्री भीकम्बर पता उपरोक्त	पल्लेदार
78.	कालीचरन पुत्र श्री नथ्थू सिंह गांव हसनपुर डा. गंगीरी अलीगढ़	पल्लेदार
79.	रामबाबू पुत्र श्री मटरूमल पता उपरोक्त	पल्लेदार
80.	लक्ष्मीनरायण पुत्र श्री मटरूमल पता उपरोक्त	पल्लेदार
81.	जयपाल पुत्र श्री भूपाली ब्राहम्मण मौहल्ला हरदुआगंज अलीगढ़	पल्लेदार
82.	भोलम्बर पुत्र श्री लीलाधर पता उपरोक्त	पल्लेदार
83.	मोहर सिंह पुत्र श्री भूपाली पता उपरोक्त	पल्लेदार
84.	गंगासरन पुत्र श्री भूपाली पता उपरोक्त	पल्लेदार
85.	सत्यपाल पुत्र श्री गिरवर सिंह बहरामपुर जलाली, अलीगढ़	पल्लेदार
86.	कन्हीया लाल गांव वहरामपुर, जलाली, अलीगढ़	पल्लेदार
87.	हर प्रसाद पुत्र श्री गनेशी लाल रामपुर, कासिमपर, अलीगढ़	पल्लेदार
88.	वनवारीलाल पुत्र श्री गंगा सहाय रामपुर कासिमपुर, अलीगढ़	पल्लेदार

नई दिल्ली, 31 अगस्त, 2007

का.आ. 2941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्केलोजिकल सर्वे आफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 74/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2007 को प्राप्त हुआ था।

[सं. एल-42012/69/2002-आई.आर.(सी एम-II)]

अजय कुमार, गौड, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 74/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Archaeological Survey of India, and their workmen, received by the Central Government on 31-8-2007.

[No. L-42012/69/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI R. G. SHUKLA PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHARM BHAWAN, ATI CAMPUS UDYOG NAGAR, KANPUR-NAGAR, U.P.

Industrial Dispute No. 74 of 2002

In the matter of dispute between

Suresh Kumar
S/o Sh. Gobind Dass Tiwari
Village Devgarh
Post Devgarh Jakhalon-Lalitpur U. P.

Versus

Superintending Archaeologist
Archaeological Survey of India
8 Ballie Guard Cottage
Golaganj Lucknow U.P.

APPEARANCES

Ahbishal Srivastava, Advocate, for the management, None for the workman.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-42012/69/2002 IR(CM-II) dated 30-10-02 has referred the following dispute for adjudication to this tribunal :—

Kya Adhikshak, Puratatvavid, Bhartiya Puratatva Sarvekshan dwara Sri Suresh Kumar son of Govind Dass ko dinank 30-9-2000 se sewa se nishkasit karna nyayochit hai ? yadi nahi to sambandhit karmkar kis anutosh ka haqdar hai ?

2. The case in short as set up by the workman in his statement of claim is that he was appointed by the opposite party on 11-8-88 against regular and permanent post of mate but instead of performing the work of mate he was also utilised to work as Chowkidar. He was being paid his wages at Rs. 1200 per month. It has also been alleged by the workman that when he was being paid his wages at Rs.1200 per month his other counter parts were being paid their wages at the rate of Rs. 80 per day that is Rs. 2400 per month. Workman raised his demand for payment of his wages at the same rate. Workman further pleads that from the date of his appointment he continuosly worked under the management and thus has worked more than 240 days in each calendar year .His work and conduct remained satisfactory throughout his employment. Workman has also pleaded that his appointment was not for any fixed term nor he was appointed to work such which was likely to come to an end by efflux of time, still he was treated to a daily rated worker and he was being paid his wages at the end of the month through mustor roll. His attendance was used to be marked in the mustor roll. It has also been pleaded by the workman that junior to him were made regular and permanent employee by the oposite party. On being raised his voice to treat him as regular and permanent employee of the employer and to pay him regular pay his services were abruptly terminated by the opposite party w.e.f. 30-9-2000 without there being any justifiable reasons and also without there being any written orders in this regard which was never given to him despite raising demand. Workman has therefore claimed that his termination from the services w.e.f. 30-9-2000 amounts to retrenchment and also in violation of provisions of section 25-F of Industrial Disputes Act, 1947. On the basis of above it has been prayed by the workman that the action in terminating the services of the workman w.e.f. 30-9-2000 be held as illegal and unjustified and the workman be reinstated in service with full back wages, continuity of service and all consequential benefits.

3. The claim of the workman has been contested by the opposite party on variety of grounds, interalia, that the workman has no cause of action to raise the present dispute; that at any rate the officers of the opposite parties are not liable to be impleaded as party to this dispute therefore, reference is against law; that the opposite party do not come within the term Industry and no dispute can be raised against them; that the opposite party is a part and parcel of a ministry of the Government of India ; that the claim of the workman is not accepted to the opposite party; that the opposite party of and on engages casual labours available on the specific monument for casual works like cleaning the idols and statues or graves or cenotaph for a specific limited time and work on receipt of estimates received therefor from the Ministry. It has been denied by the opposite party that the work on monuments are of regular and permanent nature and on expiry of the work or exhaustion of the estimate or on the expiry of the time, the employment rather engagement of the worker authomatically comes to an end; and this is neither removal nor dismissal nor retrenchment either in law or on fact; that the worker was not engaged or employed on 11-8-88 for permanent work; that no regular and permanent post is there in the department as claimed by the workman; that the workman was neither regular and permanent employee nor his services were terminated and that on the expiry of the term the engagement came to an end automatic and lastly it has also been pleaded by the opposite party engagement on casual work does not confer any right to such workers under the provisions of I.D. Act, 1947. In the end it has been prayed that the claim of the workman is misconcieved and misplaced therefore the same is liable to be rejected.

4. After exchange of pleadings between the parties, the representative for the workman moved an application supported with affidavit summoning muster rolls. The tribunal vide order dated 26-6-07 passed at camp Lucknow directed the management to file muster rolls preceding two years of the date of termination of the services of the workman. The management in compliance of the aforesaid orders filed original muster rolls on 16-8-07 at camp Lucknow bearing numbers 21/1 to 21/33 which is on record. Thereafter the case was fixed for evidence of parties. It may be pointed out here that after 24-7-07, neither the workman nor his authorised representative turned up in the case. The case in hand was taken up for evidence of parties on 21-8-07, none was present from the side of the workman. Management representative alongwith witness were present before the tribunal. On being questioned from the authorised representative for the management to adduce evidence, he submitted before the tribunal that since the workman has not adduced any evidence in support of his claim, the management in not inclined to adduce their evidence in the case. Therefore the workman was debarred from evidence and the case was fixed on 22-8-07 for arguments, of the parties.

5. Arguments of the management were heard at length and the tribunal has also examined the rocords of the case carefully.

6. It has been argued by the authorised representative for the management that it has been claimed by him that his services were removed w.e.f.30-9-2000, whereas the workman was never in the employment of the opposite party. The attention of the tribunal was also drawn towards the muster roll for the year 1999-2000. A perusal of the same would go to reveal that the workman was not in the employment of the opposite party in the month of September, 2000, therefore, question of his termination w.e.f. 30-9-2000 by the opposite party does not arise at all. Even otherwise it is for the workman according to settled legal position to establish the fact that he remained in continuous employment of the employer for not less than 240 days in a calendar year preceding 12 months of the date of alleged termination. Since the workman has not come in the witness box to extablish the above fact, tribunal is not inclined to believe the claim of the workman. Even no reliance can be placed on the pleadings of a party unless the same is proved by cogent evidence. In the instant case as observed earlier there is no evidence worth the name to substantiate the claim of the workman, the workman therefore, cannot be held entitled for any relief as claimed by him.

7. For the reasons discussed above, it is held that the schedule of reference order is vague in as much as management has not removed the workman w.e.f. 30-9-2000 as claimed by the workman, therefore, the action of the management cannot be held either to be unjustified or illegal. As a result of it, it is held that the workman is held not entitled for any relief in pursuance to the present reference order and the reference is decided in negative being vague.

8. Reference is answered accordingly against the workman.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अगस्त, 2007

का.आ. 2942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्लू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 128/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2007 को प्राप्त हुआ था।

[सं. एल-22012/197/1999-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2942.—In prusuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 128/2000) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 31-8-2007.

[No. L-22012/197/1999-IR(C-II)]

AJAY KUMAR, GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A.N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/128/2000 Date : 23/08/2007.

Petitioner : The President, Shri Lomesh Maroti Khartad, National Colliery Workers Congress, Ambedkar Ward, Ballarpur, Taluka & Distt. Chandrapur (M.S.) .—Party No.1

Versus

Respondent : The Sub Area Manager, Ballarpur Sup Area of Western Coalfields Ltd., Post. Ballarpur, Distt. Chandrapur (M.S.)

...Party No.2

AWARD

[Dated : 23rd August, 2007]

The Central Government after satisfying the existence of disputes between The President, National Colliery Workers Congress, Party No. 1 and The Sub Area Manager, W.C.L., Ballarpur Area, Nagpur Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-22012/197/99/IR (CM-I I) Dt. 31/08/1999 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule :-

(2). "Whether the action of the management i.e. Sub Area Manager, M/s. Western Coalfields Ltd., Ballarpur Colliery in terminating and not regularizing the services of Smt. Laxmi Salaiah and 7 others of Ballarpur Colliery is legal and justified? If not, to what relief is the workmen entitled?"

(3). List has been appended of the workman as follows:—

(i). Smt. Laxmi Salaiah.

(ii). Smt. Madanamma Balaiah.

(iii). Smt. Addur Narsubai Narassaiah.

(iv). Smt. Odemma Kistaiah.

(v). Smt. Laxmi Mondaiah.

(vi) Shri. Malaiah Laxman.

(vii). Shri Addur Rangaiah.

(viii). Shri Dasararapoo Rajanna.

(4). On behalf of the above 8 workmen, the petitioner union has contended that they are the members of it and the union has a right to ventilate their grievances before the Tribunal by representing them. It is contended by giving the similar list that the above 8 persons had raised the dispute before the ALC and the union has made a statement of demand before ALC on 19-01-1999 and 05-03-1999 of their demands and that statement of demand be treated as a statement of claim before the Tribunal. The above persons are doing performing the work of sweeper. Their attendance was checked and counter signed by the Welfare Officer of the management. Similarly the Doctor also used to sign the attendance of the above workmen.They are the workmen within the provision of I.D. Act. The objection raised by the management that they are the workers of contractor are false. It is deliberate attempt of the management to get away the above workers from their right of becoming a permanent. It has been prayed that they being the workmen of the Western Coalfields Ltd., they be reinstated and be regularized on job of permanent Sweepers with full back wages of Ballarpur Colliery of Western Coalfields Ltd.

(5). On behalf of the management the Sub Area Manager, Ballarpur Colliery, Shri J.P. Mishra filed a W.S. resisting

the claim of the petitioners. It is contended that the list of the claimants is incomplete, vague and giving any specific identity of the persons. The Statement of Claim does not show the particulars of the claimants and in the absence of the such materials, the facts as well as the workmen could be identified. The date of termination, nature of work, place of work are not mentioned and therefore the entire claim is not maintainable. It is contended that there was no relationship as employer and workmen was existing between the petitioners and the management. They were never appointed or engaged by the management. Therefore they can not be either reinstated or regularized.

(6). It is contended that the reference is patently illegal as the appropriate government has gone into disputed question of fact which is beyond the scope and jurisdiction of the Tribunal. The union has claimed the regularization of the above 8 persons on the ground that they were engaged for execution of the work of prohibited category. The management for the disposal of garbage, dead animals and the wastage in the colonies, the contracts were awarded to a certain person at the approved rate of Rs. 20/- per 10 trips of each bullock cart. The work of transportation of garbage collected by the departmental sweepers is temporary contracts done once in every 3 months. The contract was guaranteed for transportation of garbage to Malliah Laxman and Addur Rangaiah for a specific period and for the specific amount. The claimants were engaged by the contractor from time to time for transportation. They have never performed the job of sweeper. They were neither recruited nor selected nor giving any were vocational training and they never included in the man power of the company. Thus according to the management the relationship as an employer and employee never existed between the petitioners and it. Since the amount involved in the contract was more than 50,000/-, the Auditors asked the management to call open tenders for removal of garbage. Accordingly from 1994 onwards the open tenders are called. It was open to any person to submit the tenders, however the petitioners did not submit any tender and therefore the management accepted the lowest rate and engaged the contractor from time to time for removing the garbage. It is also contended that the job of transportation of garbage collected by the deparetmental sweepers does not fall with in prohibited category. The management has never employed the petitioners. The job of removal of garbage is not of a permanent nature of job. No law or any rule prohibits the management from giving the contract for removing garbage collected by the departmental sweepers. The management is registered under the Contract Labour (regulation and abolition) Act. For the purpose of recruitment, the management had a certain policy of Category-IV. The vacancies are informed to the Employment Exchange who sponsors the name of legible candidates. After the interview and selection by the committee, orders in writing are issued. The petitioners were never engaged and they are not the employees of the management. Finally it has prayed to dismiss the claim of the petitioners.

(7). In order to prove the contention, the union has filed the affidavits of all eight persons and also filed Xerox copies of some documents and two registers alleged to have been returned by the management officials. Similary the management has filed affidavit of its Personal Manager, Ballarpur Sub Area, Shri Sukhdeo Mahto S/o of Chandradeep Mahto. I would like to make it clear that neither the petitioners nor the Personal Manager are offered themselves for the cross examination. Therefore the no party had an opportunity to cross examine any of the witnesses of opposite party. Now the questions for my consideration are :—

(a). Whether the petitioners were engaged by the management and there is a relationship of workman and employer between them ?

(b). Whether they are the workman with in the meaning of I.D. Act or whether they are the employees of the contractor?

(8). At the outset I would like to mention that the petitioner/union have not filed a statement of Claim in a proper manner. It does not give full names, addresses and even the age of the persons to identify them as workers. I do agree that no form has been prescribed for filing the Statement of Claim or the Written Statement but as a rule of pleadings it is expected that there should be a specific claims mentioning the exact fact on the basis of which the claim is made. It should be specific either to admit or deny by the other party. Here the petitioner/union say that its demand before the ALC at the time of raising disputes should be treated as a Statement of Claim in response to the order of the Central Govt. under which the reference is sent to the tribunal. The notes of demand to A.L.C. can not be a statement of Claim and consequently the as stated by the management the Statement of Claim is very vague even to reply it.

(9). So far as merit is concern all petitioners i.e. 8 persons have filed their affidavits practically of the similar nature mentioning that they had worked from August, 1983 to 1994 without mentioning any specific date of appointment of each employee or the date of termination/ retrenchment. Similarly they are silent as to whether they were engaged on daily wages, on temporary basis or on the vacant post of any employee. whether they were working as a part time worker or a full time worker? Whether they were paid by the management and if paid whether it was in a monthly basis or on a daily basis? Their affidavits and their Statement of Claim are silent even about their exact pay and manner in which were getting. It is also not clear as to whether they were paid on the voucher or their pay scale was fixed.

(10). Undisputedly they were not appointed by giving a written order and nothing is brought on record by the petitioner whether they had applied consequently to any advertisement or their names were sponsored by the Employment Exchange or they were interviewed. Undisputedly their appointments were not made as per recruitment rules of the Western Coalfields Ltd. On behalf of the petitioners it is contended that they have field their affidavits mentioning all the above things and they should be believed. I have already pointed out that none of the petitioners had offered for the cross examination and the affidavits are without cross examination which are on record. The same thing is about the affidavit of the Personal Manager of Ballarpur Collieries which is also without cross examination. As indicated above the affidavits of the petitioners are also a vague one and I do not think that they are of the worth of even admitting as evidence and relying on them.

(11). The union in the affidavits gave a list of work which they were allegly asked to perform by the management but their is no evidence to support it and show that the petitioners were either appointed and were under the direct control and the supervision of the management. The petitioners have filed two registers and submitted that the management used to maintain their Muster Roll and its Officer like Social Welfare Officer and the Medical Officer used to counter sign it. The management has denied that the two registers filed by the petitioners were maintained by it or they are of the management. It is their case that the petitioners were engaged by the contractor for removing the garbage collected by their regular sweepers to the direct place at the rate of Rs. 20/- for ten trips of the bullock carts. The management used to call the tenders and give the contracts for three months for removal of garbage and some times was renewed form time to time. It has also produced the tenders for contracts.

(12). Even the affidavits of the petitioners indicate that they were doing the work of removing and transporting the garbage collected from the houses in a bullock carts. It means the bullock carts were being deployed for transporting the garbage. There is nothing even to indicate that the bullocks and the carts are owned by the management to engage the employees to maintain and work on it. If they were not owned by the management then they must have been brought by some of the other persons than the management and naturally the workers who are engaged to work for transporting the garbage by loading and unloading it will be the workers of the person who had owned the carts and bulls for it. When the carts and bullocks are not belonging to the management, it is difficult to believe that the management would engage any workman for loading, unloading and removing the garbage.

(13). The petitioners union has filed two registers and submitted that at Ballarpur sub area the management used to maintain the muster role and its officers were signing on it. It seems that they are having nomenclature as "sanitation Bullock carts attendance Report" one is from 1-4-90 to 13-3-1992 and another is not in a serial manner though it is bind register. In the begining it is of 1988 and after some pages the 1985, 1986, 1989 is mentioned. The management has denied that they are of the W. C. L. The perusal of the registers indicates that they having signatures of the at some places of the medical officers but they are the showing the trips of the carts because the payment was made on the basis of trips and the trip numbers might have checked by medical officer. The names of 4 cart owner sand some times 5 owners written. They are not disclosing the names of all 8 petitioners continously. Only by checking it will not become attendance register. Neither they can be attendance register nor can be said of the management. They cannot be relied and acted upon.

(14). Now turning to other point as to whether the petitioners are the workman of the respondent and there exist a relationship as employee and employer? In my view the evidence as well as the circumstamces is against the petitioners. The evidence as indicated above which consists of two registers called by the petitioners as Attendance Registers do not disclose even the names of all the petitioners regularly. Those registers are useful to show as how many trips of the bullock carts are made by each of the person. It does not show a regular attendance as well as the payment of wages on the basis of it. They support the contention of the management that these persons were paid on the basis of the trips of bullock carts in a day for removing garbages. It is the case of the management that there was a contract between four to five persons mentioned in the registers for removing the garbage and they were paid Rs. 20/- for ten trips. These registers are not maintained by the management but they must have written by the petitioners and after checking it the concern officer was calculating the amount payable to them. In any case they can not be called as a Muster Roll. On a contrary the submissions of the management are supported by their documents like tender issued by it inviting the contractors for putting the rates of removing the garbage and renewal of the contrats. In such circumstances it can hardly be said that the relationship as employer and employee exists between the management and the petitioners. Consequently the petitioners can not be said as a workman with in the meaning of section 2(s) of I. D. Act. Hence I hold that the petitioners are not entitled either for reinstatement or for the back wages or any other relief. Hence I answered the reference in nagative.

Date: 23-08-2007

A.N. YADAV, Presiding Officer

नई दिल्ली, 31 अगस्त, 2007

का. आ. 2943—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 246/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2007 को प्राप्त हुआ था।

[सं. एल-12011/51/99-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2943.—In prusuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 246/1999 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Punjab national bank and their workmen, received by the Central Government on 30-8-2007.

[No. L-12011/51/1999-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI R. G. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHRAM BHAWAN, ATI CAMPUS, UDYOG NAGAR, KANPUR U.P.

Industrial Dispute no. 246 of 99

In the matter of dispute between :

The President
Punjab National Bank Employees Union
C/o PNB Lahurabir
Varanasi UP

And

Punjab National Bank
The Regional Manager
PNB Regional Office
Varanasi UP

AWARD

1. Central Goverment, Ministry of Labour, New Delhi, vide notification no. L-12011/51/99/IR(B-II) dated 31-8-1999 has referred the following dispute for adjudication to this tribunal :—

"Whether the action of the management in non transferring some of the employees after completing more than 7 years and transferring some of the employees without completing 5 years term is as per transfer ploicy? Whether action of the management is in violation of transfer policy? If not, what benefit employees are entitled?"

2. At the outset it may be pointed out that when the case was taken up for hearing arguments at camp Lucknow on 10-7-07 the union raising the present dispute moved an application to the effect that the union is not interested in prosecuting the same and is inclined to withdraw the dispute. In view of application the reference is bound to be answered against the union. Accordingly it is held that the union raising the dispute is not entitled for any relief as claimed by it in his statement of claim.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 31 अगस्त, 2007

का.आ. 2944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 30/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2007 को प्राप्त हुआ था ।

[सं. एल-12012/211/2003-आई.आर.(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2007

S.O. 2944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2004) of the Central Government Industrial Tribunal-Cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank, and their workmen, received by the Central Government on 30-8-2007.

[No. L-12012/211/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI **I.D. No. 30/2004**

IN THE MATTER OF :-

Shri Narender,
S/o Shri Ragubir Singh,
C/o P-2/624, Sultan Puri,
Delhi.

VERSUS

The Manager,
Punjab & Sind Bank,
Gurnanak Public School Complex,
Pritam Purs, New Delhi.

AWARD

The Ministry of Labour by its letter of L-12012/211/2003 (IR(B-II) CENTRAL GOVERNMENT DT. 30.01.2004 has referred the following point for adjudication.

The point runs as hereunder :-

"Whether the demand of the workman Shri Narender for reinstatement w.e.f. 3.11.2000 with full back wages by the management of Punjab and Sind Bank is just fair and legal. If not, what relief the workman is entitled to and from which date?"

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman was assigned various duties from time to time by official of the bank and the workman carried out the said work diligently and to the best of his ability and gave no chance of complaint during his period of service.

That the workman while working on full time process was paid various amount ranging from Rs. 60/- to 75/- per day at the sweet will and fancy of the management which was even less than the minimum wages paid to a workman as per the law and far less paid to the bank employee placed in the similar category on regular basis.

That the workman has completed 240 days in a calendar year and became entitle for benefit under Section 25F and 25G of Industrial Dispute Act.

That there was no subordinate staff in the said branch and the workman was asked to do all type of duties for the smooth running of the branch which the workman performed satisfactorily to his seniors.

That the workman was assured at the time of engagement that he will be regularized in the bank service on completion of 240 days without break in calendar year accordingly the workman requested the management to regularize his services and provide all benefit as applicable to regular/permanent employee of the bank at par on which the management kept on assuring to give the same benefit as given to regular employees and instead of providing the same he was terminated without observing the due process of law as required in the instant case.

That the management terminated the services of the workman since 3-11-2000 without assigning any reason or cause and also failed to observe and follow the rule of law provided under the Industrial Dispute Act 1947 for termination and did not allow the workman to enter the premises of the bank on and from 3-11-2000 without giving any prior notice etc as par law.

That as the aforesaid termination was illegal, the workman served a legal notice through his advocate demanding reinstatement with full back wages and continuity of service, which was not replied by the management.

That the termination of service of the workman was illegal, the workman served a legal notice through his advocate demanding reinstatement with full back wages and continuity of service, which was not replied by the management.

That the termination of service of the workman was illegal, unlawful, arbitrary and unconstitutional and the same is also against the principle of natural justice amounting to unfair labour practice.

That the workman has filed a claimed petition before the Assistant Labour Commissioner, Curzon Road, New Delhi. The management submitted their reply. The copy of conciliation claim enclosed herewith as annexure-A.

That the workman also file a rejoinder and clarified all the points disputed by the management in there W.S. the copy of rejoinder is enclosed annexure-B.

That the workman submitted that he was never told by the management that he is the casual worker rather he was always told that he will be absorbed as regular employee, therefore he was employed by the management regularly without any interruption/break and demanded equal pay and benefit from time to time.

That the workman was paid the wages on vouchers from time to time and taken his signature for the said payment which was even less than the minimum wages as prescribed as per law. Some of the vouchers are still in custody of the bank which will be called on record of proceeding at the appropriate time and some of the vouchers will be produced during the proceeding.

That the workman since the date of termination is unemployed and could not get employment anywhere despite of his best effort.

That the above said Acts of management are illegal, invalid, unjustified, arbitray, unconstitutional and contrary to the term of provision of Industrial Dispute Act 1947 and other applicable law amounting unfair labour practice and exploitation.

That the management has not followed the procedure of last come first go and terminated the services of workman without due process of law.

That the management is guilty of not following the guidelines in regularizing the services of the workmen after competition of 240 days in a year, rather behaved adament enough not to consider the long working experience of the workman and illegally terminated this services.

The Management has filed written statement. In the written statement it has been stated that the claimant was engaged by the management as part time casual worker and he was made payment accordingly.

That the claimant has not worked continuouly for 240 days in consecutive year and therefore, not entitled to any relief.

That the claimant is trying to use back door entry method to get into the regular service of the bank in connivance with some staff member which is why he is claimining to hold in his possession copies of the bank records to which is not entitle to possess. The Hon'ble Supreme Court of India has strongly depreciate such practices for getting service in public sector and has rejected such claims in its various.

That the financial position of the bank is not very good and Government of India has banned any fresh recruitment. As such the management cannot give any benefit to the claimant even if he is entitled thereof which is otherwise is denied.

The claimant wass not in employment of the Respondent Bank at any point of time most specifically since 1-4-1996. The climate be put to strict proof thereof.

The claimant was engaged as casual worker by the management.

It is wrong and denied that claimant was working on ful time and was paid at the rate stated in the claim at the sweet will and fancy of management. The complainant was never engaged full time and only as casual worker on some time occassions. He was paid according fo the period/ hours, he worked.

The management gave no assurance as stated in this para. The management did not terminate the service of the claimant without observing the process of law.

The workman cannot be allowed to produce the documents in bits and pieces as according to principle of natural justice the management has right to refute any document filed subsequent to filing of the claim. As such the claimant cannot be allowed to file any document after filing of the written statement.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of the both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From persual of the pleadings of the parties the following issues arise for adjudication.

1. Whether the workman has performed 240 days duty as alleged?
2. Whether the workman is entitled to reinstatement?
3. To what amount of back wages the workman is entitled?
4. Relief if any?

ISSUE NO. 1

It was submitted from the side of the workman that he was engaged as temporary/daily wager and was paid various amounts ranging Rs. 60 to Rs. 75 per day by the management. He was not paid even minimum wages. He joined the services of the bank in the year 1996 and his services were terminated on 03-11-2000.

It was further submitted that the workman has completed 240 days in the year 1997, 1998, 1999 and 2000. The workman has filed vouchers regarding payment made to him. the management witness has admitted the photocopy of vouchers. MW1 has admitted as under in his cross-examination :

"Help to provide services of subordinate staff was provided by the Guru Nanak Public School and Gunman of the bank was also posted in the said extension counter. I do not know whether there was any agreement or understanding between the bank and school for providing such services."

"No person was called from employment exchange for subordinate staff for my branch by the bank. I do not know whether Zonal Manager has called the names from Employment Exchange for subordiante staff in the branch. There are written instructions to the Branch Managers not to emply any sub-staff. I do not know whether the other branches of the bank have employed any subordinate staff contrary to such instructions."

From persual of the evidence of this witness it transpires that the services of subordinate staff were provided by Guru Nanak Public School. The management has not examined any witness to prove that Guru Nanak Public School provided the service of subordinate staff. No documents have been filed to show that any Peon of Guru Nanak Public School provided services of subordinate staff to the management.

MW1 has admitted that no Peon was posted in the Branch. Only a Gunman was posted and it has been also admitted that services of the workman were taken when no one was available.

This witness has further admitted as under :—

"During my tenure in the said branch there was no Peon posted in the branch and as I said the Gunman was posted as well the services was provided by School."

This witness indirectly admits that he has not made complaint against the workman as he was not an employee. The workman infact was not a regular employee of the management, so there is no question of writing CR.

The management has taken the plea that Guru Nanak Public School provided the subordinate staff Service. It was mandatory for the management to establish the plea. It is settled law that the burden to prove the plea is on that party who takes a particular plea. The management has not examined any witness to prove that the services of subordinate staff were taken from Guru Nanak Public School. This workman has filed vouchers of the relevant period which has been admitted by the management. It is also admitted that the branch was newly opened and there was no peon. Only a Gunman was posted. It is also admitted that there was staff of 5-6 persons. The services of the peon is necessary for discharging the bank duties. This workman has worked continuously from 1996 to 3-11-2000 as Peon of the bank. The management has failed to prove as to who was the Peon of that newly open branch in the year 1996 to 2000.

The workman has worked continuously as daily wager from 1996 to 3-11-2000 and he has performed 240 days during all these years. This issue is decided accordingly.

Issue No. 2.

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11 A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workman that compensation is payable in cases where an undertaken has become sick or it has been closed or it is in economic loss. It has not been established that the bank is in econoomic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrencment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25 F, G of the ID Act are attracted In Section 25 of the ID Act it has been provide that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Secion 25 F the service is continued and reinstatement follows as a natural consequence. It has nowhere been denied that the work is not of continuous nature.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed un-necessarily so section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

The work of Peon is of continuous and regular nature.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the

rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 and 309 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of sevice of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad hoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or giive such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provisionTribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 11A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges Bench of the Hon'ble Apex Court has held in 1993 - II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Section 25,G and H of the ID Act are not violated.

In view of the law cited above and the facts pertaining in this case, the workman is entitled to reinstatement. This issue is decided accordingly.

Issue No. 3

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In view of the facts and circumstances of the case the workman is entitled to 50% back wages as he is a manual worker and he must be doing some sort of work for his sustenance.

ISSUE No. 4

The workman is entitled to reinstatement with 50% back wages.

The reference is replied thus :—

The demand of the workman Shri Narender for reinstatement w.e.f. 3-11-2000 with full back wages by the management of Punjab and Sind Bank is just fair and legal. The management should reinstate the workman w.e.f. 3-11-2000 along with 50 per cent back wages within two months from the date of the publication of the award.

The award is given accordingly.

Date : 29-08-2007 R. N. RAI, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2007

का.आ. 2945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ मैसूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 62/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-09-2007 को प्राप्त हुआ था ।

[सं. एल-12012/156/2003-आई.आर.(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd September, 2007

S.O. 2945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2003) of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Mysore and their workmen, received by the Central Government on 3-09-2007.

[No. L-12012/156/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 24th August, 2007

PRESENT

SHRI A.R. SIDDIQUI, Presiding Officer

C.R. No. 62/2003

I PARTY	**II PARTY**
Shri G. R. Narayanaswamy, No. 322/2, 1st Cross, D. Subbaiah Road, Chamaraja Mohalla, Mysore-570024	The Deputy General Manager, State Bank of Mysore, Zonal Office, Mysore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2) (A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12012/156/2003(IR) (B-I) dated 22nd October, 2003 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of State Bank of Mysore is justified having discharged Shri G.R. Narayanaswamy, Clerk with effect from 11-01-2001 from services of the Bank ? If not, what relief he is entitled to ?"

2. A charge sheet dated 1-3-1999 marked before this tribunal at Ex. M1 came to be issued against the first party workman in the following terms:

Charge Sheet

It is reported against you that you are alleged to have committed the following acts of misconduct and dereliction of duties while working as clerk in N.R. Mohalla branch by misusing the power for personal pecuniary gain.

Charge I:- You are alleged to have commited a fraud in collusion with an outsider in the SB account No. 68/802 of N. Krishna Singh (pensioner-deceased) by fraudulently misusing the funds in the said account by wrongful use of cheque No. 130587 drawn in favour of LIC, Mysore for Rs. 1,029/- on 31-03-1998 by forging the signature of Late Shri N. Krishna Singh. If the above charge is established it amounts to gross miscounduct and you are liable to be punished under 19.5(d) of Bipartite settlement as amended from time to time.

Charge II:- You are alleged to have commited a fraudulently misused the cheque No. 130588 and issued the same for Rs. 90,000 favouring Karnataka Contractor Sahakari Bank Ltd,., Mysore on 7-04-1998 in collusion with an outsider by forging the signature of the deceased Shri N Krishna Singh. If the above charge is estabalished it amounts to gross miscounduct and you are liable to be punished under 19.5(d) of Bipartite settlement as amended from time to time.

Charge III:- You are alleged to have made an attempt to defraud the bank on 14-05-1998 by issuing one more cheque No.130589 for Rs.8,579 drawn in favour of

M/s. Vinayaka enterprises by forging the signature of the deceased Krishna Singh,Pensioner. If the above charge is established, it amounts to gross misconduct and you are liable to be punished under 19.5(d) of Bipartite settlement as amended from time to time.

Charge IV:- You are alleged to have made a remark/ note in the pension payment register, ledger folio Nos. 78,79 pertaining to Late N. Krishna Singh's pension entry to read as 'Excess pension paid from 11-11-1994 to 31-01-1998 recovered- balance Rs. 92,560 which is contrary to the fact. If the above charge is estabalished, it amounts to gross misconduct and you are liable to be punished under 19.5(d) of Bipartite settlement as amended from time to time.

ChargeV:- You are alleged to have not obtained life certificate from the pensioner at the prescribed interval while working as a clerk in pension department of the branch, but continued to credit the pension.If the above charge is established, it amounts to gross misconduct and you are liable to be punishable under 19.5(j) of the Bipartite settlement as amended from time to time.

ChargeVI:- It is alleged against you that you continued to draw/pay pension to late N.Krishana Singh even though there is a note to the effect that the pensioner expired on 10-11-1994. If the above charge is established, it amounts to major misconduct and punishable under 19.5(j) of the Bipartite settlement as amended from time to time.

ChargeVII:- You are alleged to have destroyed the Bank records such as SB Ledger Sheet, SB progressive/ self balancing sheet, cheque book issue register folio containing the details of the cheque book issued to Shri G.R. Nagaraj and paid cheque leaves to cover up your above acts of misappropriation/fradulent act. If the above charge is proved, it amounts to major misconduct and punishable under 19.5(d) of Bipartite settlement as amended from time to time. In view of the forgoing you are hereby advised to submit your reply to the charge sheet within 15 days of receipt of this charge sheet. Please note that we will be proceeding further in the matter after the stipulated date without reference to you again in the matter."

3. The first party appears to have challenged the allegations made in the charge sheet resulting into the Domestic Enquiry being held against him and thereupon on the basis of the enquiry findings, his services came to be terminated by way of '**Discharge**' by the impugned punishment order dated 11-01-2001.

4. The first party in his Claim Statement on merits (pleadings with regard to validity and fairness or otherwise of the enquiry proceedings are omitted there being separate finding on the said issue) while giving out the details of the allegations made against him in the charge sheet and earlier to that to the show cause noticed dated 24-08-1998 issued to him challenged the findings of the enquiry officer as perverse on the ground that the management except producing the letter dated 6-08-1998 given by him by way confession, produced no other material by way of evidence in order to substantiate the charges of misconduct levelled against him. He contended that on 6-08-1998 he was summoned by the Assistant General Manager of the bank by name Shri N. Narasimhachar in order to enquire about the pension amounts credited to the Saving Bank account of one Shri N. Krishna Singh even after his death and fraudulent withdrawals made from the said account. When the first party denied of having credited any pension amount to the said account or withdrawn any amount from the said account , the Assistant General Manager asked him to give a letter of admission and as a Disciplinary Authority he would see that a lenient view is taken and no harm would be caused to him. This happened in the presence of Shri G.H. Hutchappa, Zonal Secretary of the State Bank of Mysore Employees Union and Shri A.P.Amba, Vice President of the said Union and it is understanding of assurance given by the Assistant General Manager he had given a letter as directed by him as otherwise he was threatened with dire consequences to follow. He contended that on the very evening of 6-08-1998 he was severed with suspension order dated 5-08-1998. He contended that the above said Shri N.Krishna Singh had an SB account No. 68/802 with Maysore Branch of the bank reported to be dead on 10-11-1994 and the bank went on crediting monthly pension amount to his account even after his death. This went on untill August, 1998. He stated that during the period in between November, 1994 till he became the pension clerk for the period from May 1996, the other officals of the bank were working as Ledger Clerk, Account and pension clerk as well as dealing with Saving Bank Accounts. He then gave the details as to how the Pension credit vouchers will be dealt with by the Pension Clerk. He contended that where the accounts are either dormant or inoperative, Rules of the bank require special care to be taken by the Accountant/Branch Manager in passing the cheques and in so far as inoperative accounts are concerned , it is the branch Manager who is authorized to pass the cheques. He contended that when the things, thus stood, he just continued to prepare the slips for pension amount in to the account of said Shri Krishna Singh from May, 1996 onwards as was being done by his Predecessors and amounts were cerdited into the account of the said Pensioner only after they were authorized by the Accountant/Branch Manager and that at no point of time they raised any objection or instructed him to obtain life certificate of the Pensioner. As far as withdrawals alleged in the charge sheet , the first party contended that admittedly on and after 10-11-1994 there had been no transaction made by the first party(it ought to have been Pensioner) therfore, it was an inoperative account on and after 1996 and any debit in the account thereafter could

have been passed only by the Branch Manager; that the first party never made any entry in the SB Ledger as he did not work as a Clerk in the SB department. Therefore, if any wrong credit of pension was made in the account of the Pensioner and if any wrong withdrawal from the said account was made, then, the management should have held various persons/officials guilty for the acts prejudicial to the interest of the bank and not the first party alone. He was made to give the above said admission letter dated 06-08-1998 just to save the skin of the other officials. The first party also contended that there is no basis for the allegations made against him with regard to the fact that a 'remark note' in the pension payment register has been made to the effect that excess pension paid from 11-11-1994 to 31-01-1998 recovered balance Rs.92,560. He also contended that it was not his duty to obtain the life certificate of the Pensioner. Therefore, he contended that the charge of misconduct has not been proved against him during the course of enquiry and the findings of the enquiry officer suffered from perversity as there was no evidence sufficient brought on record to hold him guilty of the charges except his letter dated on 06-08-1998 which had been obtained from him under force and duress. He contended that the remittance of Rs. 92,295 also was made by him under the instructions of said Shri N. Narasimhachar under whose dictation he wrote the aforesaid admission letter. Therefore, according to him the findings suffered from perversity and the impugned punishment order passed against him was unjust and illegal under the facts and circumstances narrated by him above. He requested this court to pass an award setting aside the impunged punishment order with a direction to the management to reinstate him in service with all consequential benefits including back wages and continuity of service.

5 . The management by its counter statement among other things contended that the enquiry held against the first party was in accordance with the principles of natural justice, findings of the enquiry officer were based upon sufficient and legal evidence and that order terminating the services of the first party by way of 'Discharge'was just and legal, further contended that the allegations that he was coerced or forced to give letter dated 06-08-1998 are false and incorrect. The management contended that the said Shri Narasimhachar never compelled the first party to give such a letter much less giving any assurance of taking lenient view against him. The management contended that infact the first party gave the said letter voluntarily with the fond hope that he may escape from the severe punishment. Therefore, the management contended that the findings of the enquiry officer were based upon sufficient and legal evidence also in the light of the very admission made by the first party by way of his aforesaid letter and in view of the fact he debited a sum of Rs.92,295 pilfered by him. The management contended that the impugned punishment order being challenged by the first party also came to be confirmed by the Appellate Authority. The management also contended that the punishment imposed upon the first party is proportionate to the gravity of the misconduct committed by him and requested this tribunal to reject the reference.

6. Keeping, in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 26-06-2004 framed the following preliminary issue:

> "Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

7. During the course of trial of the said issue, the management examined the enquiry officer and got marked 9 documents at Ex.M1 to M9. The first party by way of rebuttal examined himself as WW1 getting marked the document at Ex.W1 and in his cross examination one more document for the management was marked at Ex.M10.

8. After hearing the learned counsels for the respective parties, this tribunal by order dated 03-08-2006 answered the above said issue in favour of the management recording a finding that the enquiry conducted against the first party by the second party is fair and proper.

9. Learned counsel for the first party advanced his arguments orally and whereas, learned counsel for the management submitted his written arguments.

10. In his oral arguments, learned counsel for the party as against Charge No. 1 argued that the Ledger Sheet at Ex. BEX 1 shows that cheque is paid in favour of KEB but the enquiry officer has acted upon a letter by LIC Mysore marked at Ex. BEX. 5 though author of the said letter was not examined. He contended that the enquiry officer as well as the Disciplinary authority have attached much importance and taken into consideration the letter written by the first party at Ex. BEX-13 in taking the charges of misconduct as proved against the first party though the first party has contended that this was the letter obtained from him under duress and coercion and the assurance given by the Assistant General Manager that a lenient view will be taken if he admitted the guilt or othrewise he has to face dire consequences.

11. With regard to charge No.2 the learned counsel argued that the ledger sheet at BEX-1 shows that the cheque under reference is paid to KEB and whereas, as per the charge sheet the cheque has been issued in favour of Karnataka Contractor Sahakari Bank Ltd., Mysore and the first party did not make any entry in the ledger sheet. This contradiction has not been taken note of by the enquiry officer or by the disciplinary authority. Therefore, conclusion drawn by them holding the first party guilty of

the charge is not established. He argued that the charge against the first party was that the defrauded the bank on 14-05-1998 by issuing one more cheque for Rs. 8,579 in favour of M/s. Vinayaka Enterprises forging the signature of deceased Shi Krishna Singh again not established as the above said cheque returned dishonoured on the ground that the signature of the person on account No. 68/802 differed. The Charge No.7 that the first party destroyed the bank records has also not been established there being no evidence produced during the course of enquriy either direct or circumstantial to hold the first party guilty of the said charge.

12. Whereas, learned counsel for the management supported the enquiry findings and repeated the oral and documentary evidence produced during the course of enquiry and the reasoning given by the enquiry officer in holding the workmen guilty of the charges. He also cited certain decisions with respect to the powers of this tribunal in interfering with the punishment imposed upon the delinquent concerned by the management whenever the Domestic Enquiry has been held to be fair and proper and the charges of misconduct have been proved in the light of the findings recorded by the enquiry officer.

13. After having gone through the records, more particularly, the findings of the enquiry officer with reference to the oral and documentary evidence produced in the course of enquiry and the facts undisputed that the first party gave a letter at Ex. BEX. 13 admitting the various allegations made in the charge sheet amounting to the misconducts and the fact that he deposited a sum of Rs.92,560/- into the account of the deceased pensioner on 29-07-1998 duly signed by himself with a remark on the voucher as **'Sundry'** vide EX. BEX. -7, I find no substance in the arguments advanced for the first party.

14. Now, coming to the charge No. 1 the learned enquiry officer has taken into account the statement of management witness examined as BW1 and the document marked at Ex.BEX. 1 namely, ledger sheet of SB account No. 68/802 pertaining to the deceased pensioner showing the opening balance of Rs.92,560/-, the document at Ex.BEX. 3. the death certificate of the deceased pensioner to show that he died on 10-11-1994. BEX.2, showing that the pension was fixed to Smt. Anusuyabai wife of the deceased Pensioner w.e.f. 11-11-1994 was also taken into account. He then considered the documents at Ex. BEX.11, a cheque book requisition slip dated 18-06-1997 received by one Shri G.R. Nagaraju against his SB Account No.67/232 containing the cheque leaves from 130576 to 130600 issued on 18-06-1997, itself. He took into account the document at Ex.BEX 12 & the SB Ledger Sheet of SB Account No. 67/232 wherein, a remark was made to the effect that **cheque book lost** repeating the aforesaid cheque leaves numbers and this remark was made as on 24-10-1997. The inward clearing on 31-03-1998 which were produced and considered at BEX 6 disclosed that the aforesaid cheque was recevied on the above said date. The SB account Day Book-cum-Progressive Register confirmed the debit entry appearing in the Ledger Sheet of SB Account No. 68/802. The aforesaid document at BEX. 5, namely, the letter from the LIC confirming the proceeds of cheque No.130587 was received by them and credited to the account of Shri G.V. Swamy Naik said to be the co-brother of the first party. This is the same cheque consisting of the said cheque book issued in favour of said Nagaraju and there was a 'remark' in the bank recorded to the effect that the **said cheque book was lost.** Then, the next document which was considered by the enquiry officer was the letter of the first party under his own handwriting dated 06-08-1998 addressed to the AGM, Region-1, Maysore Zone wherein at Para 2 he admitted the fact that the above said cheque leaf was used for paying LIC premium of Rs.1029/- for his co-brother. Therefore, from the perusal of the aforesaid exhibits, it is crystal clear that cheque No. 130587 has been encashed on 31-03-1998 to the debit of SB account belonging to the deceased Pensioner who infact expired on 10-11-1994 itself. In the aforesaid letter the first party also admitted that he used one cheque leaf for paying LIC premium of Rs. 1209/- of his co-brother. In the result, the oral and documentary evidence produced during the course of enquiry leads to the conclusion that the first party came into possession of the aforesaid lost cheque book and by forging the signature of the deceased, misused the funds belonging to him as alleged in the charge sheet vide charge No.1.

15. The Second Charge against the first party was that he used another cheque No. 130538, the cheque leaf consisting of the above said cheque book issued in favour of Shri Nagaraju and thereafter was found missing. This is a cheque issued for a sum of Rs.90,000 in favour of KCSBL, Mysore on 07-04-1998 and the ledger sheet of the SB Account of the deceased at Ex.BEX. 1 disclosed that a debit entry of Rs.90,000 on the said date and that debit entry also has got a corresponding entry in BEX. 10, the SB day book cum progressive balance register relating to the SB account of the deceased Pensioner. This fact had been very much confirmed by the management witness BW1. This fact again was admitted by the first party in his letter at Ex. BEX.13. Moreover, the first party admittedly remitted a sum of Rs.92,250 to the account of the deceased pensioner on 29-07-1998 under the pay slip signed by him in his own hand writing. Therefore, all these facts would amply prove that the first party having used the aforesaid last cheque leaf, misused the same for a sum of Rs.90,000 which according to the first party was issued in favour of his friend for his benefit. Therefore, taking into consideration the letter at Ex.BEX.13, the fact of payment of the aforesaid huge amount of Rs.92,250 by the first party to the account of the deceased pensioner, it goes without saying that the first party misused his position as a Pension clerk and

taking advantage of the cheque book leaves issued in favour of said Nagaraju, utilized the cheque leaf misappropiating a sum of Rs.90,000 by issuing the said cheque in the name of his so called friend. In the result, it cannot be said that there was no sufficent and legal evidence in order to establish the above said charge No.2 against the first party.

16. The charge that the first party also issued another cheque No. 130589 once again misusing the above said cheque book leaf in favour of M/s. Vinayaka Enterprises by forging the signature of the deceased Pensioner has also been proved during the course of enquiry and the aforesaid cheque has been produced as BR4 bearing the date as 14-05-1998. This was again a cheque issued by the first party while he was working as a Pension Clerk. The first party also admitted this fact in the aforesaid letter at Ex. BEX.13.

17. The fourth charge against the party was that he made a remark rather note in the Pension payment register ledger folio Nos. 78 & 79 pertaining to the deceased Pensioner to read as **"Excess Pension paid from 11-11-1994 to 31-01-1998 recoverd- balance Rs. 92,560"** which remark was found factually incorrect vide Ex. BR6, the pension payment register folio of the deceased and the statement of BW1 and it was found these were the particulars rather the remarks made by the fist party himself while he was working as a Clerk dealing with Pensions. The management witness has also given the evidence in this regard to the effect that excess pension paid from 11-11-1994 to 31-01-1998 amouting to Rs. 92,560 has been recovered as per the remark made by the first party. This fact was deposed by BW1 with reference to the ledger sheet at BEX 1, which did not show any debit entry in the ledger for the entry of the said excess amout said to have been paid to the deceased. Infact as could appear from the evidence and the facts brought on record there was no excess payment as such made in favour of the deceased Krishna singh as he was dead and gone long before such a remark was made in his Pension payment register. Therefore, question of making any recovery from the deceased never arose. Therefore, Charge No. 4 also stands proved against the first party.

18. As far as Charge Nos. 5&6 are concerned, the Disciplinary authority while passing the impugned punishment order recorded his findings that they are not established against the first party.

19. Now comes Charge No.7, where under it was alleged against the first party that he destroyed the bank records such as SB Ledger Sheet/ SB Progressive /Self balancing sheet, cheque book issue register etc., and the cheque book issued to Shri Nagaraju and paid cheque leaves to cover up his above acts of misappropriation of the funds. From the reading of the findings tendered by the enquiry officer with referenceto the oral and documentary evidence produced during the course of enquiry it is not possible for this tribunal to draw a conclusion that this charge is established against the first party. There is no direct or circumstantial evidence to speak to the fact that he destroyed those records except his letter of admission at Ex. BEX. 13 suggesting that the destroyed certain records. This admission letter not being corroborated by any oral or documentary evidence cannot be taken into account.

20. In the result and for the reasons foregoing, the arguments advanced for the first party that enquiry findings suffered from perversity did not hold water as far as the charge Nos. 1 to 4 levelled against the first party. As could be read from the findings of the enquiry officer there was sufficient and legal evidence brought on record oral as well as documentary in order to substantiate the above said **four charges** leveled against him. Therefore, by no stretch of imagination it can be said that findings of the enquiry officer suffered from perversity.

21. Now coming to the question of quantum of the punishment. As could be read from the impugned punishment order as against Charge Nos. 1 to 4, the disciplinary authority imposed the punishment of discharging the first party from services of the bank with superannuation benefits without disqualification from future exployment under Clause 19.6(b) of the Bipartite Settlement, 1966 as amended from time to time instead of **'dismissal'** as proposed in the show cause notice issued to the first party on the basis of the enquiry findings. This punishment imposed upon the first party discharging him from services that too giving him superannuation benefits and not disqualifying him for any future employment, in my opinion, appears to be very proportinate and commensurate to the gravity of the misconduct committed by him. The Charges No. 1&2 are very grave in nature where under the first party misappropriated the funds belonging to the bank while working as a Pension Clerk. Thereore, it cannot be said that the punishment was disproportionate or excessive in nature keeping in view the gravity of the misconduct committed by him. Hence the punishment needs no interference at the hands of this tribunal and I pass the following award :

AWARD

The reference stands rejected. No costs.

(Dicated to PA transctribed by her corrected and signed by me on 24th August 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 5 सितम्बर, 2007

का.आ. 2946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कथौलिक सियारन बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकूलम के पंचाट (संदर्भ संख्या 268/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-07 को प्राप्त हुआ था।

[सं. एल-12012/32/1994-आई.आर.(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2007

S.O. 2946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.268/2006) of the Central Government Industrial Tribunal, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Catholic Syrian Bank Ltd. and their workmen, received by the Central Government on 05-09-07.

[No. L-12012/32/1994-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Friday the 6th day of July, 2007/15th Ashada, 1929)

I.D.268/2006

(I.D. 30/1995 of Labour Court, Ernakulam)

Union : The General Secretary
Catholic Syrian Bank Staff Association
47, Unity Building Mannadiar Lane
P.B. No.114
Thrissur- 680001.

Adv.C. Anil Kumar.

Mangement : The Chairman
The Catholic Syrian Bank Ltd.
Head Office, St. Mary,s College Road
Thrissur.

Adv.M.P. Ashok Kumar.

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the management of M/s The Catholic Syrrian Bank Ltd. is justified in (1) not taking special allowances for the purpose of fitment and (2) in altering the date of increment to the anniversary date of promotion, to the sub - staff on pormotion to the clerical cadre? If not, to what relief the workmen are entitled to?"

2. The facts of the case in brief are as follows:-

According to the union of Catholic Syrian Bank Staff due to the unscientific and unfair method of fixing of pay of promotees, the staff is suffering financial loss. It is mainly due to two reasons. One, while staff of the sudordinate cadre is promoted to the clerical cadre, for the purpose of fitment the special allowance received by them in subordinate cadre is not counted along with basic pay. Second, the date of increment is altered from the original date of entry into service to the date of pormotion. Till 1986 the management used to take into account special allowance while fixing the pay in the promoted post. Thereafter without giving a notice under S-9 A of the Industrial Disputes Act the management unilaterally changed that policy in service conditions. The special allowance enjoyed by the staff is of permanent nature. Alteration of the date of increment is done in violation of principles of natural justice. Hence the management has to be directed to count special allowance for the purpose of fitment to the clericial cadre and not to alter the date of increment while promoting the sub- staff and disburse arrears of pay after setting right the anomaly.

3. According to the management there is no irregularity or impropriety or any unfair practice in the matter of fitment of the staff on pormotion . No loss is caused to any of the employees because of fixation of pay. The special allowance is only an additional remuneration paid for perfoming certain duties which attract special allowance as per 1st Bipartite Settlement. A change was effected after 1986 as per circular No.221/83. However the policy as per circular was not oppsed by the union till the persent dispute was raised. The dispute is stale and cannot be entertained. Simply because a person is paid special allowance during leave peiod that does not make the special allowances a permenant one so far as that employee is concerned. No discriminatory method is adopted by the management in fixing pay of promotees. The attempt of the union is only to create discontentment among employees, The method adopted by the management is just, fair and reasonable and there is no violation of any principles of natural justice.

4. In the light of the above contentions the following points arise for consideration:

(1) Whether the special allowance is to be reckoned with basic pay for the purpose of fitment?

(2) What should be the date of increment after promotion?

The evidence consists of the oral testimony of WW1&2 and the documentary evidence of Exts. W1 to W8 on the side of the union and MW1 and Exts. M1 to 8 on the side of management.

5. Points No. (1) & (2):

The reference contains a genral dispute applicable to the employees of Catholic Syrian Bank as a whole. For the purpose of highlighting the issue the union has referred to the case of individual, who was affected by the changed policy adopted by management. The 1st Bipartite Settlement of 1966, chapter V deals with special allowance. Para 5.3 refers to categories of workmen in the subordinate cadre who are entitled to get special allowance. The duties enumerated in Part-II of Appendix 'B' of the 1st Bipartite Settlement are to be perfomed by the categories of workmen mentioned in Para 5.3 in order to get special allowance. Among the subordinate staff mentioned in para 5.3 include cash peons, watchmen, daftaries, drivers etc. It is mentioned in paragraph 5.6 that the special allowance prescribed above are intended to compensate a workmen for performing certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workmen in the same cadre. In order to get special allowance such additional duties and functions should constitute the normal part of the duties and functions performed by a workmen. Special allowance is not to be paid for casual or occasional perfomance or discharge of such duties or functions. Para 5.9 says that if a workmen is employed permenantly in a category which attract special allowance like head clerk or stenographer, he cannot be deprived of such special allowance by asking him to work as an ordinary clerk or asking him not to work as a head clerk or stenographer. Para 5.10 says that special allowance would continue to be drawn by a permanent incumbent while on leave. Para 5.12 says that banks will use in all their records, correspondence etc. the nomenclature used in Appendix 'B' for the appropriate duties. The above provisions go to show that all subordinate staff are not eligible to get special allowance, but only those categories mentioned in paragraph 5.3 and perfoming the duties mentioned in Part-II of Appendix 'B' of the Bipartite Settlement. For example, an ordinary peon is not entitled for special allowance, whereas a cash peon is entitled for special allowance.

6. The learned counsel for the management relied on the decesion in *Shiba Kumar Dutta v. Union of India* (1997) 3 SCC 545 to contend that fitment of an employee to a particular scale is a policy decision of the goverment or management and courts are not supposed to interfere with it unless there is glaring discrimination among similarly situated persons. But, so far as the present case is concerned, the contention of the union is that the policy that was being followed by the management is to be continued and if difftrent methods are adopted in the matter of fixing pay among persons of the same category it will lead to discontentment among the employees. Moreover the management is guided by a circular which will be referred later in the matter of fitment. The endeavour of this court is to see whether the fitment formula or policy that is adopted by the circular of the bank is violated or not. Therefore the decision sought by the learned counsel do not squarely apply to the case in dispute.

7. It was then pointed out by the learned counsel for the management that on the same set of facts a decision is rendered in O.P.15934/97 by Hon'ble High Court of Kerala. In that case a sub-staff was promoted to the clerical cadre. While fixing his pay in the promoted post special allowance was not counted. This was challenged by the employee. The Labour Court decided against him. The award was challenged before High Court. The Hon'ble High Court observed that the special allowance was not one attached to the post of workmen in that case, but he was merely asked to do certain duties which attracted special allowance for a temporary period. Special allowance of temporary nature, however long it is paid to a sub-staff, that will not ensure to benefit of the employee for the purpose of fitment. Where the duties which attract special allowance do not form part of normal duties attached to one's post, such person is not eligible to get special allowance counted for the purpose of fitment on promotion. The union does not dispute that there are categories which carry special allowances and others which do not carry special allowances. Keeping in view the judgement of the Hon'ble High Court of Kerala referred supra the case on hand has to be dealt with.

8. The grievance of the union is that though fitment policy is laid down by Circular No.221/83 dated 2-12-1983 the management is not following it uniformly in respect of staff. But they adopt the policy according to their whims and fancies and different yardsticks are applied to diffrent staff. To highlight this aspect Ext. W1&2 are referred by the learned counsel for the union. Ext. W1 is the transfer certificate of one P.G. Jose dated 12-10-1990. He was a sub-staff (peon). His total emolument was Rs.2040 ps.44 as on 12-10-1990. Ext. W2 is an order of pormotion to clerical post posting him at Madras office. The total emolument in the promoted post is Rs.1993 ps.33. Therefore it is contended that by virtue of promotion instead of getting more emoluments he is getting less pay. This, according to the union, happened due to irregular fixation of pay. The promtion policy and method of fitment followed by other banks are pointed out by the learned counsel. Ext. W3 is the settlement between management and union of Nedungadi Bank. Page 23 of the Settlement refers to fitment on promotion. Ext. W4 is similar Settlement in Fedral Bank. Page 9, para 4.6 of the settlement refers to fitment of subordinate staff on promotion. Ext. W5 is an extract of the Bipartite Settlement of Corporation Bank. Paragraph 08 refers to fitment on promotion of subordinate staff to clerical cadre. So far as Exts. W3 to 5 are concerned, it is a promotion policy and fitment formula adopted by other banks cannot have any binding force or even persuasive so far as the management bank is concerned. Ext. W5 specifically refers to special allowance and says that it has to be counted for

the purpose of fitment. Whatever that be, what is binding on the management and staff of Catholic Syrian Bank is Ext. W8 Circular (same as Ext. M2). Along with the circular, statements showing wage particulars of employees of Catholic Syrian Bank are also provided. They are together marked as Ext. W8. They were produced by the management at the request of union . Para 1 (a) of circular refers to fitment on promotion from subordinate cadre to clerical cadre. It reads:

"With effect from 23-11-83, on promotion from subordinate cadre to clerical cadre the basic pay in the clerical cadre of promtee will be notionally fixed in such a way that the salary drawn by him in subordinate cadre is not reduced. After fixing the basic pay as mentioned above the next increment in clerical scale will be added to the basic pay. The basic pay after adding the additional increment will be the basic pay of the promotee with effect from the date of his joining duty in clerical cadre."

After sub-clause (b) 'Salary' of clerical staff as well as subordinate staff is defined as basic pay, dearness allowance and special allowance drawn on a permanent basis. Paragraph 1(a) of the circular clarifies that when a subordinate staff is promoted as clerk the basic pay in the clerical cadre will be fixed in such a way that he was getting in the subordinate cadre is not reduced. Thereafter one increment in the clerical scale will be addeed to such basic pay and that will be the basic pay in the promoted post with effect from the date of his joining duty in the clerical cadre. Going by the circular it is the duty of the management to see that while fixing the basic pay of the promotee his salary in no case falls below the salary that he was drawing prior to his promotion. 'Salary' is defined as aforementioned. According to the union a deviation is made by the management in the case of employee. Shri P.G. Jose. Exts. W1 & 2 are produced to show the irregularity. Ext. W1 is the pay that Shri P.G. Jose as sub-staff was drawing on 12-10-1990. He was promoted and relieved from duty as peon on 25-10-1990. He was asked to join duty as clerk in Madras Zonal Office on or before 31-10-1990. However his salary and allowances were fixed with effect from 11-7-1990 retrospectively. His increment in the subordinate cadre was due in August, 1990. At the time of relieving from the subordinate cadre his basic pay was Rs.1160/-. He was drawing special allowance of Rs.119/- as per Ext. W1. In the promoted post his basic pay in Rs.1225/-. He was not eligible to get special allowance in the promoted post. His total pay in the promoted post is Rs.1993 ps.33 as per Ext. W2. But his total pay as per Ext. W1 in the subordinate cadre was Rs.2040 ps.44. By giving retrospective promotion from 11-7-1990 his basic pay of July 1990 was taken into account for the purpose of fixation in the promoted post and that was Rs.1120 (Rs.40 is the increment). Going by the circular his salary in the promoted post is not supposed to be less than the salary that he was getting in the subordinate cadre. Assuming that the management was correct in taking basic pay in subordinate cadre as Rs.1120 even then his salary in the promoted post is less than his salary in the subordinate cadre. That means the salary as defined in the circular of 1983 (Ext. W8) of Shri P.G. Jose as sub-staff was :

Basis Pay	: Rs.1120.00
Spl. Allowance	: Rs. 119.00
D.A.	: Rs.547.88
Total	: Rs.1786.88

The salary in the clerical cadre is:

Basis Pay	: Rs.1225.00
D.A.	: Rs.541.70
Total	: Rs.1766.70

9. Retrospective promotion is something unusual. A person, who was drawing basic pay of Rs.1160 at the time of relieving him from subordinate cadre and who was asked to join duty thereafter, is treated as an employee who was drawing basic pay of Rs.1120 for the purpose of fixing pay in the promoted post. This cannot be justified.

10. But the main dispute is regarding counting of special allowance for fitment in the promoted post. According to the management persons like P.G. Jose are not eligible to get special allowance counted for the purpose of fitment because Shri P.G. Jose was not discharging his duties in a category which attracted special allowance on a permanent basis. He was given certain duties which carry special allowance on a temporary basis and not on a permanent basis. I have already mentioned that all persons in the subordinate cadre do not get special allowance, but only those who are entrusted with special duties as enumerated in Part-II Appendix 'B' of the Bipartite Settlement on a permanent basis. Peon is not the category entitled for special allowance. Shri P.G. Jose was only an ordinary peon and not a cash peon who is eligible for special allowance. Therefore, if an ordinary peon is assined the duty which attracts special allowance, that does not assume the character of permanency. It is a temporary duty and does not form part of normal duty of a peon. Hence the fact that he was given special allowance throughout his employment in the subordinate cadre, will not go to show that he was performing duties of a permanent nature carrying special allowance. Going by the circular, Ext. W8 such persons are not eligible to get special allowance counted for the purpose of fitment. However, so far as Shri P.G. Jose is concerned, the fixation of pay in the promoted post in any event cannot be justified. The question that is posed for adjudication is general and common in nature. The parties are bound by Ext. W8 circular. Ext. M3 to M8 are pay roll statements of officers and staff of management bank during the period July to December, 1990. The statement of wage particulars of employees of management is attached to Ext. W8 circular.

If that is perused it can be seen that the management is counting special allowance for the purpose of fitment in the promotion post. For example, in the case of Shri Davy John (Item No.5), he was peon and was promoted as clerk on 11-7-1990. His salary in the post of peon as on 10-7-1990 was :—

Basis Pay	: Rs.1325.00
Spl. Allowance	: Rs. 119.00
D.A.	: Rs.638.54
H.R.A.	: Rs. 115.52
Washing Allowance	: Rs. 25.00
Total	: Rs.2223.06

His pay as on 11-7-1990 in the cadre of Clerk is :—

Basis Pay	: Rs.1600.00
Spl. Allowance	: Nil
D.A.	: Rs. 707.52
H.R.A.	: Rs. 192.00
Washing Allowance	: Nil.
C.C.A.	: Rs. 104.00
Total	: Rs.2603.52

The management, while fixing the salary in the promoted post of Davy John, had counted special allowance of Rs.119/-. Together with basic pay it comes to Rs.1444/-. Ext. W6 contains the revised scale as per Settlement. MW1 has stated that Catholic Syrian Bank is 'A' Class bank. So far as promotion post is concerned, between 'A' class and 'B' Class banks there appears to be only slight variation at the starting point of scale. A person who was drawing in the subordinate cadre basic pay of Rs. 1325 has a corresponding scale in the clerical post at Rs.1400 as per Ext. W6. If an increment is to be added to that basic pay as per Ext. M8 circular it would come to Rs.1500 only. But the basic pay fixed is Rs.1600/- so far as Shri Davy John is concerned. It means, while fixing the pay in clerical post special allowance was taken into consideration by the management. If that is counted basic pay and special allowance together comes to Rs. 1244 and the corresponding scale would be Rs. 1500 in the clerical post. If an increment of Rs. 100 is added it comes to Rs.1600. This is only one of the examples. Therefore it is rightly pointed out by the union that the management is not following the circular in a uniform manner. In brief, it has to be said that when a subordinate staff is promoted to the clerical post the management has to follow Ext. W8 circular by fixing the salary in such a way that it never falls below the salary that the employee was drawing in the subordinate cadre when he was relived from that duty. Counting of special allowance if adopted by the bank it has to be applied uniformly to all persons who are working in the subordinate cadre and discharging duties of a permanent nature which attract special allowance.

11. So far as the date of increment in the promotion post is concerned, no written policy or rule is pointed out. Normally it should be the date of joining duty in the promoted post and not the date of original entry into service. As per Ext.W8 circular para-1(a), the basic pay of the promotee takes effect from the date of his joining duty in the clerical cadre. If that is so, the the increment date should be the date of joining duty in the promoted post.

12. In the result, an award is passed finding that the management is not justified in not strictly following Ext. W8 circular No. 221/83 and not taking into account special allowance of those subordinate staff who are discharging duties of a permanent nature, which is attached to their post and which attract special allowance for the purpose of fitment in the promoted post. However the date of increment in the promoted post is the date of joining duty in the promoted post, and not the date of original entry into service. The parties will suffer their respective cost. The award will take effect one month after its publication in the official Gazette.

[Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 6th day of July, 2007.]

P.L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union

WW1 - Shri P.G.Jose - 2-1-2001

WW2 - Shri M. P. Paul-20-8-2001

Witness for the Management:

MW1 - Shri M. Vasudevan - 15-1-2002

Exhibits for the Union:

W1 - Transfer Certificate in r/o Shri P. G. Jose, dated 12-10-1990.

W2 - Promotion Order dated 12-10-1990 issued to Shri P.G.Jose.

W3 - Promotion Policy agreement dated 15-11-1972 in r/o Federal Bank Ltd.

W4 - Memorandum of settlement dated 16-2-1985 in r/o Nedungadi Bank.

W5 - Copy of Settlement dated 4-8-1998 in r/o fixation of salary on promotion from sub-staff to clerical cadre.

W6 - Relevant page of Bipartite Settlement regarding scale of pay as on 29-6-1990.

W7 - Copy of salary fixation statement dated 29-9-1978 in r/o Shri K. Vijayan.

W8 - Photostat copy of circular No. 221/83 dated 2-12-1983.

<u>Exhibits for the Management:</u>

M1-Photostat copy of representation dated 26-10-1990 sumitted by union to management.

M2- Photstat copy of circular No.221/83 dt. 2-12-1983.

M3 -Pay roll statement of Koothattukulam branch of the bank for the month of July, 1990.

M4 -Pay roll statement of Koothattukulam branch of the bank for the month of August, 1990.

M5 -Pay roll statement of Koothattukulam branch of the bank for the month of Septmber, 1990.

M6-Pay roll statement of Koothattukulam branch of the bank for the month of October, 1990.

M7 -Pay roll statement of Madras Zonal Office of the bank for the month of November, 1990.

M8 -Pay roll statement of Madras Zonal Office of the bank for the month of December, 1990.

नई दिल्ली, 5 सितम्बर, 2007

का.आ. 2947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिर्जव बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 23/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-07 को प्राप्त हुआ था।

[सं. एल-12012/94/2003-आई.आर.(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2007

S.O. 2947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2003) of the Central Government Industrial Tribunal, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of Reserve Bank of India and their workmen, received by the Central Government on 05-09-07.

[No. L-12012/94/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 23 of 2003

Parties: Employers in relation to the management of Reserve Bank of India

AND

Their workmen.

PRESENT

Mr. Justice C. P. MISHRA, Presiding Officer

APPEARANCE

On behalf of the Management: Mr. D. Ghosh, Assistant Manager

On behalf of the Workman: Mr. S. Mitra, Executive Committee member of Reserve Bank Employees' Association, Kolkata

State: West Bengal. Industry: Banking.

Dated: 6th July, 2007.

AWARD

By Order No. L-12012/94/2003-IR(B-I) dated 31-7-2003 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of Reserve Bank of India in imposing the punishment of dismissing Shri Prasanta Kumar Chattopadhyay, Ex-Coin Note Examiner, Grade-I from service is legal and justified? If not, to what relief Shri Prasanta Kumar Chattopadhyay is entitled to?"

2. When the case is called out today, representative of the workman states that the workman has expired on 9th June, 2007 and his legal heirs viz. wife, Smt. Lily Chatterjee and son, Shri Prasun Chatterjee are not interested to proceed with the case. He also files an application in this regard under the signatures of the said legal heirs of the deceased workman concerned alongwith the Xerox copies of the death certificate of the deceased workman and an affidavit. Representative of the management has endorsed no objection in the application itself for the same. Representative of the workman accordingly prays for disposal for the present reference.

3. Since the concerned workman has already expired and his legal heirs are not interested to proceed further in the present reference and the management has also no objection for the same, this Tribunal has no other alternative but to dispose of the matter by passing a 'No Dispute' Award.

4. A 'No Dispute' Award is accordingly passed and the reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated Kolkata,

The 6th July, 2007.

नई दिल्ली, 5 सितम्बर, 2007

का.आ. 2948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आर्फ मैसूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 265/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2007 को प्राप्त हुआ था ।

[सं. एल-12012/32/1992-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th September, 2007

S.O. 2948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No .265/1997) of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Mysore and their workmen, received by the Central Government on 05-09-07.

[No. L-12012/32/1992-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 9th July, 2007

PRESENT

Shri A. R. SIDDIQUI, Presiding Office.

C. R. No. 265/1997

I Party	II Party
The General Secretary, State Bank of Mysore Employees' Association, No. 544, 32nd Cross, IV Block, Jayanagar, Bangalore.	The Managing Director, State Bank of Mysore, Head Office Kempegowda Road, Bangalore-9.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No. L-12012/32/92-IR(B-1) dated 10th September, 1997 for adjudication on the following Schedule.—

SCHEDULE

"Whether the action on the part of the management of State Bank of Mysore, Bangalore in imposing punishment of stoppage of five increments and denial of promotions to the workman Shri K. Balakrishna Prabhu, for alleged misconduct is justified? If not to what relief the workman is entitled to?"

2. A charge sheet dated 1-10-1975 came to be issued against the first party in the following terms :—

Charge sheet

"Your explanation dated 29-5-1975 in reply to our Bhadravati branch letter dated 20-5-1975 is considered unsatisfactory and therefore, not acceptable. You are hereby charged with gross misconduct under Clause 19.5(g) of the first Bipartite Settlement for willfully slowing down the work allotted to you on 31-3-1975 which has resulted in opening the Extension Counter at Mysore Iron and Steel Limited after one and a half hours delay and delayed closing of the day's transactions at the branch.

To enquire into the aforesaid charge against you, it is proposed to hold an enquiry. The enquiry will be held on 27-10-1975 at our Bhadravati branch premises at 11.00 AM. Shri M. Veerabhadraswamy Office Manager, Head Office, will be the enquiry officer to conduct the enquiry proceedings. You are advised to appear before him at the appointed time and place with documents and evidences, if any, in support of your defence.

During the course of enquiry you will be permitted to examine and cross examine any witnesses and produce other evidence in your defence. You are also permitted to be defended by such representatives as may be permissible under Clause 19.12(a) (i)(x) of the first Bipartite Settlement.

Should you fail to appear before the enquiry officer at the appointed date, time and place, the enquiry will be concluded ex parte.

Please acknowledge receipt"

3. The explanation submitted by the first party, it appears was not found favour with the management and therefore, it ordered a Domestic Enquiry into the matter and it is on the basis of the enquiry findings submitted by the enquiry officer holding him guilty of the charges, a penalty of stoppage of 5 increments and denial of promotions to the first party was imposed. His appeal against the impugned punishment order came to be rejected and thereupon it appears that the first party raised the dispute through the first party union, the Govt. refused to make the reference, the first party moved the Hon'ble High Court and on the directions given by the High Court, somewhere, in the year 1997 the matter came to be referred to this Tribunal by way of present reference.

4. The case of the first party workman espoused through the first party union, hereinafter, called the first party as made out in the claim statement in brief is that he raised the dispute through union before the Conciliation Officer and that ended in failure report followed by rejection by the Government in making reference to this tribunal. He contended that he was employed by the management bank

w.e.f. 20.06.1966 and as a Cashier *vide* appointment order dated 17.07.1972 and in August 1975 he was entrusted with the work of Head Cashier. He was served with three separate charge sheets dated 1.10.1975, 27.08.1976 and 12.12.1977 alleging certain misconducts which were denied by him and thereupon enquiry was conducted against him and the impugned punishment order dated 28.12.1979 was passed. He preferred an appeal against the impugned order and that came to be rejected by order dated 25.02.1980 without giving him any opportunity of hearing as required under the provisions of Bipartite Settlements. He contended that charges levelled against him were not proved there being absolutely no legal evidence on record to come to such a conclusion. Therefore, findings are perverse; without prejudice to the above contentions, the first party contended that the punishment of stoppage of five increments and denial of promotions to him is very severe, harsh and shockingly disproportionate to the gravity of the charges levelled against him. Therefore, the punishment order as well as the order of the Appellate Authority are not justified and are liable to be set aside; that on account of the abovesaid punishment order the increments due to him on 20.06.1980, 20.06.1981, 20.06.1982, 20.06.1983 and 20.06.1984, in all a sum of Rs.3 lakhs are denied to him apart from the opportunity of getting promotions. Moreover, he has got only about 3 years of service left and is going to retire in March 2003 by reaching the age of superannuation. Therefore, he requested this tribunal to set aside the impugned punishment order with a direction to the management to release the aforesaid withheld 5 increments and to consider his case for promotion.

5. The management by its Counter Statement in the first instance contended that the reference is liable to be dismissed first of all, on the ground that it is a belated and stale reference, a dispute being raised by the first party after an inordinate delay and that the espousal by the first party union is not competent. The management while giving out the facts of the case rather the facts giving rise to the charge sheet, contended that the first party wilfully delayed in opening the extension counter and was responsible for his act of wilful insubordination. His explanation was called for the charges of misconduct and it being not found satisfactory enquiry was conducted by giving him fair and proper opportunity in accordance with the principles of natural justice and on the basis of the enquiry findings holding him guilty of the charges, a lenient view was taken by imposing the punishment of withholding of the increments though he deserved a severe punishment of dismissal. Therefore, according to the management enquiry was fair and proper, findings of the enquiry officer suffered from no perversity and the impugned punishment order passed against him is legal and justified. The management therefore, requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this question was taken up as a preliminary issue calling upon the parties to adduce the evidence in that regard. After due trial of the said issue, my learned Predecessor *vide* order dated 31.10.2001 answered the issue in favour of the management holding that the Domestic Enquiry held against the first party by the management is fair and proper. Thereafter my learned Predecessor by award dated 26.02.2002 rejected the reference and aggrieved by this award the first party preferred a Writ Petition No.20039/03 and his Lordship of Hon'ble High Court by order dated 24.11.2006 quashed the award passed by this tribunal and remanded the matter back to this tribunal for fresh disposal in the light of the observations made at Paras 4 &5 of the said order running as under :—

"Shri R. Narayan, learned counsel for respondent Bank contends that the order of penalty was passed on 28-12-1979. The reference to the tribunal was on 10.09.1997. Thus there is inordinate delay in raising the dispute. On account of this inordinate delay the dispute between the parties has become stale and on that ground the writ petition is liable to be rejected. The respondent-Bank in the counter statement before the tribunal specifically pleaded that there is inordinate delay in raising the dispute and therefore, the reference is liable to be rejected. Despite this plea the tribunal failed to frame an issue, provide an opportunity to the parties to explain the delay and failed to give a finding. This is a serious error committed by the tribunal and the same is contrary to the pleadings and issues involved in dispute. On this ground alone the impugned award is liable to be rejected. But this court cannot go into the question of unexplained delay and dismiss the writ petition. The matter requires to be remanded.

The material on record discloses that on 20.05.1975 the respondent-Bank issued a show cause notice, Petitioner submitted his reply to the show cause notice. Thereafter the respondent bank issued articles of charges on 01.10.1975. The tribunal without noticing the variance in the show-cause notice, the articles of charges and the evidence on record passed the impugned award. It is obligatory on the part of the tribunal consider the documentary evidence on record. The failure to consider the show cause notice dated 20.05.1975 and the reply submitted by the Petitioner is again an error committed by the Tribunal. On this ground also the impugned award is liable to be quashed.

7. After the remand, the parties have made appearance through counsels and at the matter was taken up for arguments on merits. Learned counsel for the first party filed his written arguments and whereas, learned counsel for the management submitted his oral arguments. Now, therefore, in the light of the findings recorded by this tribunal

to the effect that the Domestic Enquiry held against the first party by the Second Party is fair and proper, the only two points fall consideration of this tribunal would be :—

(i) "Whether the findings of the Enquiry Officer suffered from any perversity" and if not,

(ii) "Whether the impugned punishment order was not proportionate are to the gravity of the misconduct alleged and proved against the first party."

8. The learned counsel for the first party as noted above, submitted his written arguments giving out the facts as narrated in the claim statement and made a mention of the explanation given by the first party to the charge sheet issued to him. At Para 5, of the written statement he referred to the evidence let by the management as well as by the first party during the course of enquiry and contended that in the light of the evidence on record, the report of the enquiry officer was totally perverse and biased. He then referred to the evidence brought out during the course of enquiry and the allegations made in the charge sheet to point out that there was lot of variance in the allegations in the charge sheet and the evidence produced by the management in the statements of PW1 to PW3. He also contended that the first party produced two witnesses to counter the allegations in the charge sheet but they were not considered by the Enquiry Officer. He pointed out the discrepancies found in the evidence as to whether there was any practice of issuing any order regarding allotment of work at Extension Counter by any officer or not and whether any such office order was made by the branch manager or by any staff well within the time so as to enable the first party to attend the Extension Counter work well within time. He then referred to the observation made by the Hon'ble High Court in the aforesaid Writ Petition Order so as to look into the various allegations made in the show cause notice and the articles of charges and evidence produced during the course of enquiry. On the point of delay he contended that when the first party approached the Hon'ble High Court seeking reference of the dispute and contended that the dispute existed between the parties as the first party was still on the rolls of the management when he raised the dispute and took support of the decision reported in 2001 FJR Page 149. Therefore, he contended that there was no delay and even if it is there, the reference is not liable to be dismissed on the said count.

9. Whereas, the learned counsel for the management while supporting the findings of the Enquiry Officer, on the point of delay submitted that the dispute came to be raised by the first party after an inordinate delay of 18 years as impugned punishment order was passed in the year 1979 and whereas the reference on hand is made in the year 1997. He contended that absolutely no explanation was offered by the first party about the delay caused in raising the dispute. He took support of the following four decisions in support of his above said contention.

1. AIR 2001 SC 424

2. AIR 2000 839

3. 1993 II LLJ 676(SC)= AIR 1993 SC 2276

4. 2002 II LLJ 297(Kar)

On merits, he submitted that there was sufficient and legal evidence produced during the course of enquiry to prove the fact that the first party committed the misconduct as alleged in the charge sheet and therefore, even if there are certain minor discrepancies, the findings of the Enquiry Officer cannot be faulted with as standard of proof required was the prima facie evidence to find out the preponderance of probabilities. He submitted that there is absolutely nothing brought out in the cross examination of the management witnesses as to why their testimony should not be believed.

10. After having gone through the evidence produced during the course of enquiry, the findings of the Enquiry Officer and the other material brought on record I find no substance in the arguments advanced for the first party workman as far as proof of misconduct.

11. First, coming to the question of delay. Of course there has been no explanation offered by the first party for the delay of about 10 to 12 years passed in raising the dispute. The fact that he raised the dispute with the conciliation officer concerned resulting into the failure report and the refusal order by the Government to make reference to this tribunal however, is not disputed by the management. It is now on record that aggrieved by the Govt. order, the first party approached the Hon'ble High Court by way of Writ Petition in the year 1992 and his Lordship by order dated 4-06-1997 directed the Government to make the reference, as the result of which the reference is before this tribunal. Therefore, it appears that the first party approached the conciliation officer long before the year 1992. Neither the first party disclosed as to when actually the first party union approached the conciliation officer nor the management came out with the case as to when really the first party raised the dispute through union before the conciliation officer. Therefore, it is very difficult for this tribunal to come to a decision as to when actually the first party union approached the conciliation officer for raising the dispute so as to come to the conclusion that there was an inordinate delay caused by the first party in raising the dispute. Moreover, when the Hon'ble High Court entertained the writ petition filed by the first party and called upon the government to make reference of the

dispute, presumably, knowing that the impugned punishment order pertained to the year 1975, this tribunal in my humble opinion cannot reject the reference on the ground of any delay. Moreover, it is now well settled principle of law that in the cases of delay, the relief to be given to the first party may be moulded according to the situation without rejecting the reference, itself.

12. Now, coming to the merits of the case. The management pressed into service the oral testimony of three witnesses PW1 to PW3 and four documents at Ex. P1 to P4. PW1, the then Head Cashier deposed to the effect that the head cashier normally deputes a cashier to go to the Extension Counter to attend to the cash transactions there and hand over the cash to the cashier detailed for the Extension Counter work at about 10.45 AM. He stated that the first party protested to him that he did not like to go to the Extension Counter demanding an office order to that effect, when normally there was no such practice of making an office order for such a purpose. PW2 who was acting as an Accountant deposed to the effect that he put an office order to the above effect and it was signed by Mr. Prabhu (the first party) at about 10.45 AM in the manager's chamber. PW3, the Officer Incharge of the extension counter deposed that customers were unhappy with the delay in opening of the extension counter and in order to pacify them he along with other staff issued withdrawal slips to them. It has also come in the evidence of the management that PW3 along with two clerks after having waited the first party to accompany them to the extension counter up till 11.30AM moved to the extension counter without him in a separate vehicle. PW2 stated that the entire team detailed for extension counter work returned to branch at 3.50 PM and whereas, the first party left the counter thereafter for taking Tiffin for about one hour and returned to the branch at 5PM when he was supposed to return back and report to the manager at about 3.45 PM. Therefore, according to the testimony of PW1 to PW3, the first party not only delayed for about a period of one hour or so in attending to extension counter work but also failed to close the business of the bank well within time and then to report back to the Manager within time as required. This evidence of PW1 to PW3 as argued for the management has not been shaken during the course of cross examination, much less, there being no suggestion made to these witnesses attributing any motive to them in giving false evidence against the first party. A perusal of the findings would disclose that the evidence of DW1 &2 produced on behalf of the first party have been rejected by the Enquiry Officer by giving valid and sufficient reasonings. As could be read from the findings, the Enquiry Officer has discussed at length the oral as well as the documentary evidence brought on record and has assigned his valid and cogent reasonings in coming to the conclusion that the charges of misconduct levelled against the first party has been proved. Therefore, by no stretch of imagination it can be said that the enquiry findings suffered from any perversity.

13. Now, coming to the observation made by the Hon'ble High Court in the aforesaid writ petition order at para 5. It is to be noted that there is no show cause notice produced before this tribunal either by the management or by the first party. The management under the specific instructions given by this tribunal to produce such a show cause notice failed to produce the same on the ground that the said show cause notice was issued to the first party somewhere in the year 1975 and they are not in a position to trace out the copy of the said notice from their records. There appears some substance in the said explanation. The first party who wanted this tribunal to look into the said show cause notice while comparing with the articles of charge and the evidence, for the reasons best known to him did not produce the said show cause notice though it was supposed to be in his custody, it being issued to him by the management. Therefore, the court is not in a position to compare the allegations in the show cause notice with the allegations made in the charge sheet. As far as comparison with the articles of charge and the evidence is concerned, I do not find any discrepancy as such. The evidence produced in the enquiry is quite direct on the point of allegations made in the charge sheet. Therefore, viewed from any angle, findings of the Enquiry Officer by no stretch imagination can be said to be suffering from perversity.

14. Now, coming to the question of quantum of the punishment. Keeping in view, the nature of misconduct alleged against the first party, it cannot be said that it was so grave in nature inviting the penalty of stoppage of 5 increments plus denial of promotions. Therefore, in my opinion penalty imposed on the first party bordered on severity and it is in this view of the matter it is liable to be modified by limiting its period from the date of its imposition till the date the first party approached the Hon'ble High Court seeking the reference of the dispute. He shall be given the benefit of those 5 increments w.e.f. 1st July, 1992 onwards till he attained the age of superannuation (already attained the age of superannuation in the month March 2003). Hence the following award:-

AWARD

The impugned punishment order of stoppage of 5 increments and denial of promotions to the workman is hereby modified by limiting the above said punishment order from its date till June, 1992. The first party shall be given the benefit of those 5 increments w.e.f. 1-7-1992 till the date he attained the age of superannuation. Relief with regard to promotion survives no more, the first party being retired. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 9th July 2007.)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सीनियर सुपरिटेन्डेन्ट आफ पोस्ट आफिसेस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, नं.-1, चंडीगढ के पंचाट (संदर्भ संख्या 187/98) को प्रकाशित करती है, जो केन्द्रीय सरकार का 6-09-2007 को प्राप्त हुआ था।

[सं. एल-40012/210/96-आईआर(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 187/98) of the Central Government, Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Senior Superintendent of Post Offices and their workman, which was received by the Central Government on 06-09-2007.

[No. L-40012/210/96-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 187/98

Shri Rakesh Kumar S/o Late Sh. Gian Chand, H.No. 588, Gali No. 13, Nr. Balmiri Kandir, Abadpura, Jalandhar City-144001.

Applicant

Versus

The Senior Superintendent, Post Office, Jalandhar (Punjab)-144001.

Respondent

APPEARANCES

For the workman: Shri O. P. Batra.

For the management: Shri G. S. Bal.

AWARD

Passed on 7th August, 2007

Central Govt. vide notification No.L-40012/210/96-IR (DU) dated 01-09-1998 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Sr. Superintendent of Post Office, Jalandhar in terminating the services of Sh. Rakesh Kumar, Chowkidar is legal and justified ? If not, to what relief the workman is entitled ?"

2. Workman is his claim statement avered that he was lawfully appointed and working as chowkidar in the P&T Dispensary, P&T Colony Jalandhar which is an Industry under the I.D. Act. He joined the service w.e.f. 8.4.90 and his last salary drawn was Rs. 2115 and he was not issued any appointment order regarding term and condition of his appointment. He worked continuously upto 21-11-95 without any break with efficiency sincerity and dedication and his work and conduct was quite satisfactory. He proceeded on authorized three days leave from 18-11-95 to 20-11-95 with due permission from Dr. Ravinder Ahluwalia, CMO, Incharge, P&T Dispensary, Jalandhar. With a malafide intention and to victimize the workman Dr. Ravinder Ahluwalia, CMO on 21-11-95 took the keys of the dispensary and told the workman verbally that his services were no more required and he stand terminated and a new man Mr. Hardish Lal of Village Dakoha was appointed in his place. That no written order was passed indicated the reason for his termination and he was not allowed to explain his position as no charge sheet or show cause notice was given to him nor any enquiry was held against him. He was not given any legal benefits such as provident fund, bonus, casual leave, medical leave, earned leave and management exploited him which amounts to unfair labour practice. He was also not given the pay scale which are admissible to a regular chowkidar on the principle of equal pay for equal work. The termination of the workman is patiently illegal, arbitrary, unconstitutional, as and in violation of Section 25-G and H of I.D. Act. He was also not paid any retrenchment compensation. At the time of termination his juniors were retained and new persons were appointed. He prayed for his reinstatement with all service benefits and back wages.

3. Management in written statement taken preliminary objection that P&T Deptt. is not an industry. The workman approached the CAT Chandigarh *vide* OA No. 1026/PB/97 which was dismissed on 4-11-97 and it is specifically pleaded before the CAT that he does not intend to persue the remedy under the I.D. Act, therefore, the applicant is estopped from approaching this Tribunal for the same relief. The applicant was engaged on daily wage basis as an outsider after one Sh. Darshan Lal sweeper expired on 23-5-91 and the case of the wife of deceased had been sent for compassionate appointment, as no reply was received then to have make shift arrangement, the then Incharge, C.M.O., P&T Dispensary, Jalandhar, who had otherwise no jurisdiction to make such an appointment, appointed the claimant as Daily Wage Sweeper. Which does not create any leagal right to the workman as he was appointed on stop gap arrangement and one Sh. Hardish Ram joined duty as Sweeper at P&T Dispensary, Jalandhar on 21-11-95 on his selection and thereafter one Surinder Pal E.D.Packer, Bhogpur was approved by DPC for appointment as Sweeper since 5-7-96 and workman is not entitiled to any relief and his claim may be rejected.

4. Workman also filed replicaton reiterating the claim made in the claim statement.

5. In evidence workman filed his affidavit Ex. W1 and also appeared as WW1 in evidence. The management produced the affidavit of Nirmaljit Singh who also appeared as witness on behalf of the management as MW1.

6. Ld. Counsel for the workman Sh. O.P.Batra submitted in arguments that workman has worked continuously from 8-4-90 to 21-11-95 continuously with most efficiently, sincerely and dedication and his work and conduct was satisfactory and his services were terminated

without following the mandatory provisons of Section 25FGH as new persons were appointed which is against the law. No enquiry, charge sheet, show cause notice was given and no retrenchment compensation or pay in lieu of one month notice was paid at the time of retrenchment. Therefore, the termination is illegal and the workman may be reinstated in service with full back wages.

7. Learned counsel for the management Shri G.S.Bal submitted that workman to prove his claim and reference in his favour. He has strongly contested on the point that workman filed earlier a petition before the Central Admn. Tribunal, Chandigarh and in strongly contested and that was dismissed. This fact is not disputed and the judgment is filed by the management and is on record. As per the judgment of the Hon'ble CAT, Chandigarh bench dated 4-11-1997 the Hon'ble CAT held " that it is not a case of the applicant that he was ever screened or conferred upon temporary status under any scheme. It is also clear that he was never made a temporary govt. employee, but was continuing on daily wage basis and was being paid a consolidated salary. The law on this aspect is settled that a daily wage employee does not have any right to hold the post. A person who is working on daily wages, his right to work comes to an end every evening. In the case of State of Himachal Pradesh Vs. Suresh Kumar JT 1996 (2) SC 455, the Hon'ble Supreme Court has held that appointment on daily wage basis is not appointment to a post according to the rules and a court can not give any direction to reengage such workers on any work, even against existing vacancies. Similarly, in the case of State of Orissa and another Vs. Dr. Piari Mohan Mishra 1995 (29) ATC 533, it has been held that prolonged continuous and adhoc service for howsoever long it may be, does not ripen into regular service. We have not been shown any law under which under law other than industrial law, a person become entitled to regularization merely on the basis of having continued working on daily wage basis. We thus find no merit in the OA. Even otherwise, his oral termination was in Nov. 1995. He has come to this Tribunal only in September 1997. He has not filed any application for condonation of delay. Pursuing his remedy before some other forum, if that forum does not have jurisdiction, may afford a person a good cause for claiming condonation, but till it is claimed, we have to consider the case under the law of limitation. The OA is filed beyond the period of limitation and is not maintainable. For the reasons discussed above, this OA is dismissed in limine."

8. Learned counsel for the management submitted that workman has sidetracked this issue and is totally silent and did not reply. After this judgment instead of taking recourse in the Hon'ble High Court or in the Hon'ble Supreme Court workman raised this industrial dispute. Therefore, the judgment of the CAT operate as res-judicata. Hence reference may be answered in favour of the management. He also referred to a judgment of Hon'ble Punjab & Haryana High Court 1982(1) SLR page 663. He submitted that in view of the law referred above workman petitioner must distinctly elect his remedy. It is now authoritatively settled that he can not have both. He is to choose one or the other as laid down by the Hon'ble Supreme Court in Premier Automobiles Vs. K.S. Wadke. Again to this petitioner workman is not replying. The only contention of the workman is that as per para 3 of the written statement on merits, one way the management has admitted that " that claimant was appointed on daily wage basis vice Shri Darshan Lal above referred, on 11-11-1991 and he worked on daily wage basis up to 20-11-1995." He submitted that workman therefore, though has completed more than 240 days or that another person was kept in his place, provisions of Section 25 of I.D. Act applies and the judgment of the CAT does not operate as resjudicata. Hence workman should be reinstated. The management contentions are that only dispute remains whether judgment of the CAT wherein the petition was dismissed operate as resjudicata or not in view of the law referred by the management. He submitted that workman can not choose both remedies. He first choose to go to CAT and contested his claim on merits and he loose the case. Then the workman raised this reference and hence the judgment of the CAT operate resjudicata and hence reference may be answered in favour of the management and against the workman and action of the management of Sr. Superintendent of Post Offices, Jalandhar in terminating the services of Sh. Rakesh Kumar, Chowkidar is legal and justified and workman is not entitled to any relief.

9. In view of the submission of both the parties. Law referred by the management and also the judgment of the CAT filed, I have found that in this case there is only a short controversy between the parties that contention of the workman petitioner are that he field a petition in the CAT and that petition was dismissed. Although it is speaking order, it does not stop the workman to choose and take another legal recourse by raising industrial dispute and contest it before the Central Govt. Industrial Tribunal. On the other hand contention of the management are contrary. Their contention is that workman has two legal recourse in the beginning and he opted first by preferring filing of OA before the CAT and when he lost the case there he then filed by taking second legal recourse by raising the present industrial dispute in this Tribunal.

10. In view of the law referred by the management in 1982(1):SLR 663, Sukhi Ram Vs. State of Haryana a full bench judgment of Hon'ble Punjab & Haryana High Court wherein it is held that when workman has two alternative remedy available to him, one in the civil court and other under the I.D. Act and he must distinctly elect his remedy, he can not have both. In view of the law referred above, I am of the considered view that the judgment of the CAT relied by the management dated 4th November, 1997 in which the parties were the same, it operates as resjudicata and workman is barred by filing and taking the second legal recourse when he has already availed before the CAT. Hence the reference is answered against the workman petitioner and in favour of the management holding that the action of the management of Sr. Superintendent of Post Offices, Jalandher in terminating the services of Sh. Rakesh Kumar, Chowkidar is legal and justified and workman is not entitled to any relief. The reference is answered accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2950.—औद्योगिक विवाद अधिनियम, 1947 (1947 क 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैन्टोमेन्ट बोर्ड, मेरठ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 9-14 तथा 51/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-09-2007 को प्राप्त हुआ था।

[सं. एल-13012/1से 7 तक/2002-आईआर(डी.यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9-14 & 51/2003) Central Government, Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cantonment Board, Meerut and their workmen, which was received by the Central Government on 06-09-2007.

[No. L-13012/1to 7/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

Shrikant Shukla, Presiding officer

(1) I.D. No. 9/2003

Ref. No. L-13012/1/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Murari Lal S/o Sri Narendra
R/o Badra Bazar, Near Post Office
Lal Kurti, Meerut Cantt.
Meerut

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt.
Meerut

(2) I.D. No.10/2003

Ref. No. L-13012/2/2002-IR (DU) Dated 3-10-2003

BETWEEN

Sri Gurmeet Singh S/o Sri Santok Singh
R/o 476, Village Nagla Tasi Mohalla
Kirti Nagar, P-9 Kanker Khera
Meerut Cantt.
Meerut (U.P.)

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt.
Meerut

(3) I.D. No.11/2003

Ref. No. L-13012/4/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Ompal Singh S/o Sri Lal Singh
Village Nagla Tasi Post Kanker Khera
H-250 Meerut Cantt.
Meerut (U.P.)

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt.
Meerut (U.P.)

(4) I.D. No.12/2003

Ref. No. L-13012/5/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Umesh Kumar S/o Sri Raghuveer Singh
R/o 137 Goutam Nagar, Near Pipal Tree
Meerut Cantt.
Meerut (U.P.)

AND

The Chief Executive Officer
Cantonment Board,
Meerut Cantt.
Meerut (U.P.)

(5) I.D. No.13/2003

Ref. No. L-13012/3/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Arun Kumar Yadav S/o Sri Ram Kishan
R/o House No. 336, Meda Mohalla, Lal Kurti
Bara Bazar, Meerut Cantt.
Meerut (U.P.)

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt.
Meerut

(6) I.D. No.14/2003

Ref. No. L-13012/7/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Deepak Kumar S/o Sri Mehar Singh
R/o 447, Roshanpur Dorli Krishna Nagar,
PAC, Meerut (U.P.)

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt.
Meerut (U.P.)

(7) I.D. No.51/2003

Ref. No. L-13012/6/2002-IR (DU) Dated 3-10-2002

BETWEEN

Sri Satyaveer Singh S/o Sardar Singh
Village & Post Naik District Meerut

AND

The Chief Executive Officer
Cantonment Board
Meerut Cantt. Meerut (U.P.)

AWARD

The Goverment of India, Ministry of Labour, New Delhi following disputes in the serial orders of the Industrial Disputes aforesaid following schedule were referred to the Presiding Officer, CGIT- cum-Labour Court, Lucknow for adjudication in reference orders mentioned above.

(1) "Whether the action of cantonment executive officers management in terminating the services of Sri Murari Lal S/o Sri Narendra w.e.f. 23-8-2000 is just fair and legal? if not to what relief he is entitled to?"

2. "Whether the action of cantonment executive officers management in terminating the services of Sri Gurmeet Singh S/o Sri Santok Singh w.e.f. 28-8-2000 is just fair and legal? if not to what relief he is entitled to?"

3. "Whether the action of cantonment executive officers management in terminating the services of Sri Ompal Singh S/o Sri Lal Singh w.e.f. 23-8-2000 is just fair and legal? if not to what relief he is entitled to?"

4. "Whether the action of cantonment executive officers management in terminating the services of Sri Umesh Kumar S/o Sri Raghuveer Singh w.e.f. 28-3-2000 is just fair and legal? if not to what relief he is entitled to?"

5. "Whether the action of cantonment executive officers management in terminating the services of Sri Arun Kumar S/o Sri Ram Kishan w.e.f. 23-8-2000 is just fair and legal? if not to what relief he is entitled to?"

6. "Whether the action of cantonment executive officers management in terminating the services of Sri Deepak Kumar S/o Sri Mehar Singh w.e.f. 23-8-2000 is just fair and legal? if not to what relief he is entitled to?"

7. "Whether the action of cantonment executive officers management in terminating the services of Sri Satyaveer Singh S/o Sri Sardar Singh w.e.f. 23-8-2000 is just fair and legal? if not to what relief he is entitled to?"

All the above industrial disputes are taken together opposite party are the same the nature of employment is the same. However, the workmen are different but issue involved is the same Sl. No. i.e. ID No. 9/03 is taken first for the discussing the fact of this case. Sri Murari Lal's case is that he was empolyed by the opposite party and was working for the more than six years i.e. Feb. 1996. It is alleged that the opposite party has not regularised the services of the workmen concerned, and demanded for regularization of his services but the opposite party refused the same. It is due to above reasons the opposite party terminated the services of the workmen w.e.f. 23-8-2000. Before the termination of services the opposite party did not comply the provisions of sections 25 f, G, H of the ID Act. 1947. It is alleged that the post are vacant in the cantonment Board and the Contonment Board has no legal right to fill up the vaccant post during the pendecy of the claim. It is also alleged that at the time of termination of service of workman juniors to him were retained. Workman has therefore prayed for reinstatement with all back wages and continuity of service.

Opposite party has denied the claim of the workman. It is submitted that opposite party is not doing any business or trade as alleged and is not industry as defined under I.D. Act. It is also submitted that statement of claim is vague baseless and incorrect. It is submitted that in emergent case to provide certain basic amentities sometime temporary casual labourers engaged as per Govt. norms and laid down procedure. The worker was never employed as permanent employee and also was never engaged against the permanent post. It is sumitted that even the worker has failed to disclsoe the necessary orders as to when he was employed, what were the terms and conditions of appointment. It is further submitted that worker was engaged as casual labour on purely daily wages as per the norms of govt. and laid down procedure and any work may be taken, to carry on the public duties in emergent cases. There was no sanction post temporary or permanent. There is no question of maintaining any seniority list of casual labours. The worker was never interviewed for any permanent post.

It is submitted that question of any regularisation or giving permanent status to the workman does not arise and no case of any regularisation is pending. It is further submitted that worker was never employed as permanent workman and no vacancy was advertised. However, had any such advertisement issued for permanent post, the worker had all opportunities to appear and participate in the interview/selection. worker has no locus standi and no claim whatsoever. It is specifically denied that the opposite party has violated any provision of the I.D.Act. or any provision of Constitution of India. worker has examined himself on 26-10-2004.

By an amendment in written statement the opposite party has stated that worker did not work for period of 240 days in any calander year before his termination. It is further stated that worker did not work for 240 days in any year.

Opposite party has filed work sanction book and mustor roll/pay roll alongwith application C-23.

Opposite party has examined Sri R.K Sharma.

Opposite party did not appear for arguments in spite of repeated opportunities, therefore heard the representative of workman alone.

In the cross examination Murari Lal, has stated that he was engaged on the post of labour but he was also deployed for gardening work.

Murari Lal has also admitted that he has no record for the days he has worked. When the worker atteention was drawn to the muster roll, filed by the opposite party, worker stated that the record is incorrect.

On one other hand the witness of the opposite party Sri R.K. Sharma has stated that Murari Lal was not engaged against any permanent post, instead of was engaged as casual labour on daily wage basis. It is also stated that the worker Murari Lal was not interviewed for any pemanent post.

Sri R.K Sharma has stated that according to the rules whenever Cantonment Board has to apppoint any employee against the permanent vacancy, the advertisement of vacancies is notified and all persons are authorised to apply for the said vacancy if they are legible. He has also stated that opposite party has filed the muster roll which is according to the original record the same is correct, Sri R.K Sharma has also stated that worker has never worked 240 days in any calander year.

Sri R.K. Sharma is posted as Supervisor in the Cantonment Board of Meerut. During the course of examination he stated that it is incorrect to say that the worker has continuously worked. He has also stated that the workers are engaged according to the work provided they are available and willing to work.

Opposite party has filed the extract of work sanction book. There are following engagement orders for Murarilal S/o Narayan Das;

1. Printed no. 56 for 14 days w.e.f. 16-6-95 @ Rs. 35/- per day.

2. Printed no. 58 for 14 days w.e.f. 1-7-95 @ Rs. 35/- per day.

3. Printed no. 60 for 12 days w.e.f. 18-7-95 @ Rs. 35/- per day.

4. Printed no. 63 for 14 days w.e.f. 1-8-95 @ Rs. 35/- per day.

5. Printed no. 66 for 12 days w.e.f. 18-8-95 @ Rs. 35/- per day.

6. Printed no. 72 for 26 days w.e.f. 1-9-95 @ Rs. 35/- per day.

7. Printed no. 1807 for 15 days w.e.f. 16-3-98 to 31-3-98 @ Rs. 52/- per day.

8. Printed no. 1828 for 14 days w.e.f. 1-4-98 @ Rs. 35/- per day.

9. Printed no. 1849 for 15 days w.e.f. 16-4-98 to 30-4-98 @ Rs. 52/- per day.

10. Printed no. 1880 for 14 days w.e.f. 1-5-98 to 15-5-98 @ Rs. 52/- per day.

11. Printed no. 1891 for 14 days w.e.f. 16-5-98 to 30-5-98 @ Rs. 52/- per day.

12. Printed no. 1510 for 12 days w.e.f. 1-6-98 to 15-6-98 @ Rs. 52/- per day.

13. Printed no. 1520 for 15 days w.e.f. 17-7-98 @ Rs. 54/- per day.

14. Printed no. 1537 for 15 days w.e.f. 1-8-98 @ Rs. 54/- per day.

15. Printed no. 1555 for 10 days w.e.f. 20-8-98 to 31-8-98 @ Rs. 54/- per day.

15A. Printed no. 28 for 10 days w.e.f. 1-4-98 @ Rs. 35/- per day.

16. Printed no. 1574 for 15 days w.e.f. 1-9-98 @ Rs. 54/- per day.

16A. Printed no. 1610 for 15 days w.e.f. 3-10-98 @ Rs. 54/- per day.

17. Printed no. 1592 w.e.f. 11-9-98 @ Rs. 54/- per day.

17A. Printed no. 2691 w.e.f. 23-7-99 to 27-7-99 @ Rs. 61/- per day.

18. Printed no. 2594 for 22 days w.e.f. 1-5-2000 to 31-5-2000 @ Rs. 65/- per day.

18A. Printed no. 2555 for 24 days w.e.f. 1-11-98 tp 30-10-98 @ Rs. 65/- per day.

19. Printed no. 4102 for 7 days w.e.f. 24-7-2000 to 31-7-2000 @ Rs. 65/- per day.

20. Printed No. 4110 for 14 days w.e.f. 1-8-2000 to 31-8-2000 @ Rs. 65/- per day.

According to the mustor roll produced by the opposite party Murarilal has worked for 25 days in July 95, 26 days in August 95, 25 days in Sept. 95, 26 days in April 98, 27 days in May 98, 12 days in June 98, 25 days in August 98, 26 days in Sept. 98, 25 days in Oct.98, 5 days in July 99, 27 days in May 2000, 7 days 24-7-2000 to 31-7-2000, 23 days in August 2000.

The reference order is in respect of Murari Lal S/o Narendra whereas the details are shown above are in respect of Murarilal S/o Narayan Das. During cross examination of the worker Murarilal, representative of the opposite party who has cross examined the witness Murarilal S/o NarayanDas has not disputed with that the case is in respect of someoneelse. Murarilal examined in the court has stated his name as Murarilal S/o Narayan Das. Beliving that Murarilal S/o Narayan Das is the person for whose bebefitdispute has been referred and in view of the evidence on record I come to the conclusion that the worker has not completed 240 days preceding the date of his termination w.e.f. 26-8-2000. The photo copy of the muster roll and other documents produced by the opposite party can not be discarded as through these mustor rolls the salary has been paid to Murarilal.

From entire evidence on record it is clearly made out that the worker was a casual labour on daily wage basis. The assertion of the worker that he was appointed against the permanent vacancy is totally false and can not be relied upon.

It is also notewrothy that this court has been referred the issue for adjudication "whether or not the action of the management of opposite party in terminating the services of Murari Lal S/o Narendra w.e.f. 23-8-2000 legal and justified? Whereas from the record it is clear that Murari Lal had worked upto 26-8-2000 and not upto 23-8-2000. Worker has been paid 23 days wages in August 2000. He last worked on 26-8-2000. The contention of the management is correct that the Cantonment Board in emergent cases has to provide certain basic amanities to the residence of cantt. area and temporary casual labour is engaged as per the Govt. norms. From the evidence it is clear that the worker was also engaged as casual labour by the Cantonment Board. The disengagement of the casual labour by the Executive Officer of Cantonment Board can not be termed as illegal or unjustified and accordingly I also come to the conclusion that Murari Lal in not entitled to any releif.

I.D. No. 10/2003

I.D. No. 11/2003

I.D. No. 12/2003

All the 3 cases are taken together as there pleadings are one and the same.

FACTS OF CASES :

Workmen's case in brief is that they were working as MALI for the last more than 6 year i.e. from Feb. 1996, but the opposite party did not regularise the services. It is alleged that opposite party sent the letter for interview for the same post, but the opposite party designated the

workman a temporary or casual worker. Workmen have worked against the permanent & vacant post during the whole service period and these posts are still vacant. When the workmen demanded for regularization party not only refused but terminated them by order on 23-8-2000 in violation of provision of Section 25-F, G and H of the Industrial Disputes Act. 1947. It is also alleged that the opposite party has given jobs to others. It is also alleged that there is no seniority list maintained by the opposite party. It is also alleged that some workers have been regularized on 6-9-99 in its meeting he Cantonment Board adopted motion to regularize the workmen, yet nothing has been done in this regard on the other hand fresh hands has been employed keeping the workmen out of employment. Workmen have therefore prayed for reinstatement with back wages & continuity of service.

Opposite party has denied the claim of the worker. It is submitted that the opposite party is not doing any business or trade & is not an Industry. Opposite party has denied the allegations of the workmen that the workmen were either appointed as a permanent worker or engaged agaisnt any permanent post. Workmen have even failed to disclose the necessary details/orders as to when they was employed, what, what were the terms and conditions of service. It is submitted that the workmen was engaged as casual labour on purely daily wage basis as per the norms of the Govt. and laid down procedure and any work may be taken to carry on the public duties in emergent cases. It is specifically denied that the workmen ever worked against any permanent post or was even engaged against permanent post. Question of any regularization or giving any permanent status to the workmen does not arise. No case of the workmen in respect of regularization is pending. The concerned workmen were never employed as a permanent workmen & no vacancy was advertised. However had any such advertisement been that the workmen had all opportunities to appeal and participate in the interview/selection. Worker in the case was engaged on non sanctioned post or temporary and casual basis. Question of any seniority or permanent status deos not arise. The motion of the Cantonment Board dated 5-9-99 deos not given any right to the workmen concerned and there was no suggestion of the Board. Moreover no vacancy can be filled up without the apporoval of higher authoirites of the department.

It is submitted that the allegations are baseless frivolous and fabricated. Lastly it is stated that the workmen did not work for a period of 240 days in the calander year before the date of their termination and they did not work for the period of 240 days in any year.

Opposite party has filed the photo copies of sanction book, muster roll/pay roll with application C-20.

Workmen have examined himself and opposite party have examined Sri Raj Kumatr Sharma.

Heard the representative of the workmen alone as the representative of opposite party or the opposite party itself did not appear to argue.

I.D. No. 10/2003

I have perused the pleadings and evidence on record. The worker Gurmeet Singh has not disclosed the date of engagement in Feb. 1996. Worker has stated in the statement of claim that he was engaged as Mali and his services were terminated on 23-8-2000. Gurmeet Singh has stated in his examination in chief on 22-6-06 that he was admitted into employment in 1-3-96, further he has stated that he was emplyed as Beldar. Worker has also stated at the same time that he was kept as casual labour. He has also stated that he was not given any appointment letter. He has categorically stated that he was terminated on 23-8-2000 without any compensation.

Gurmeet Singh in his cross examination has stated that he has no record to prove that as how many days he worked during his period of engagement in Cantonment Board. He has admitted that his attendence used to be marked in the mustor roll.

It is settled law that worker has to prove according to section 25B (2) of I.D. Act. that he worked 240 days preceeding his termination within one calander year (12 calander months).

The opposite party has filled the casual labour sanction extract. According to the said record following is the sanction in respect of labour engaged in Cantonment Board for misc. work.

1. Printed no. 91 for 23 days w.e.f. 1-3-96 to 30-3-96 @ Rs. 38.50/- per day.

2. Printed no. 98 for 25 days w.e.f. 1-4-96 to 30-4-96 @ Rs. 38.50/- per day.

3. Printed no.1804 for 15 days w.e.f. 16-3-98 to 31-3-98 @ Rs. 52/- per day.

4. Printed no.1825 for 15 days w.e.f. 1-4-97 to 15-4-98 @ Rs. 52/- per day.

5. Printed no. 1846 for 15 days w.e.f. 16-4-98 to 30-4-98 @ Rs. 52/- per day.

6. Printed no. 1875 for 14 days w.e.f. 1-5-98 to 15-5-98 @ Rs. 52/- per day.

7. Printed no. 1896 for 14 days w.e.f. 16-5-98 to 30-5-98 @ Rs. 52/- per day.

8. Printed no. 1507 for 11 days w.e.f. 1-6-98 to 15-6-98 @ Rs. 52/- per day.

9. Printed no. 1528 for 15 days w.e.f. 17-7-98 @ Rs. 54/- per day.

9A. Printed no. 1541 for 15 days w.e.f. 1-8-98 @ Rs. 54/- per day.

10. Printed no. 1559 for 10 days w.e.f. 20-8-98 to 31-8-98 @ Rs. 54/- per day.

11. Printed no. 1596 for 11 days w.e.f. 18-9-98 @ Rs. 54/- per day.

12. Printed no. 2648 for 18 days w.e.f. 5-3-99 @ Rs. 54/- per day.

12A. Printed no. 2662 for 2 days w.e.f. 12-3-98 & 13-3-98 @ Rs. 54/- per day.

13. Printed no. 1614 w.e.f. 3-10-98 @ Rs. 54/- per day.

14. Printed no. 1632 for 10 days w.e.f. 21-10-98 @ Rs. 54/- per day.

15. Printed no. 2535 for 26 days w.e.f. 1-10-99 @ Rs. 54/- per day.

15A. Printed no. 2555 for 24 days w.e.f. 1-11-99 to 30-11-99 @ Rs. 54/- per day.

16. Printed no. 2565 for 26 days w.e.f. 1-12-99 to 31-12-99 @ Rs. 65/- per day.

17. Printed no. 2579 w.e.f. 21-4-2000 to 30-4-2000 @ Rs.65/- per day.

18. Printed no. 2587 w.e.f. 1-5-2000 to 31-5-2000 @ Rs. 65/- per day.

19. Printed no. 4106 w.e.f. 24-7-2000 to 31-7-2000 @ Rs.65/- per day.

20. Printed no. 4114 w.e.f. 1-8-2000 to 31-8-2000 @ Rs. 65/- per day.

According to the mustor roll avilable on the record following is attendence and pay position; disbursed to the worker Gurmeet Singh.

March 1996 23 days, April 1996 25days, April 1998 26 days, May 1998 27 days, June 1998 11 days, July 1998 13 days, August 1998 25days, Sept. 1998 26 days, Oct. 1998 25 days, March 1999 2 days, Oct. 1999 26 days, Nov. 1999 24 days, Dec. 1999 26 days, April 2000 8 days, May 2000 27 days, July 2000 7 days, August 2000 23 days.

Gurmeet Singh last worked on 29-8-2000 and not 23-8-2000 as stated by him.

This court has to see whether the worker immediately proceeding his termination 29-8-2000 whether he has worked 240 days. That is to say this court has to see the worker has worked from Sept. 1999 to August 2000 for 240 days.

From the records available it comes out as follows;

Month and Year	No. of days
Sept. 1999	Nil
Oct. 1999	26 days
Nov. 1999	24 days
Dec. 1999	26 days
Jan to March 1999	Nil
April 2000	8 days
May 2000	27 days
June 2000	Nil
July 2000	7 days
August 2000	23 days

Thus it is not proved that the worker has worked for 2-0 days within 12 calander months immediately preceeding the date of his termination i.e. 29-8-2000 and therefore the disengagement of the worker can not be held to be illegal or unjustified.

I.D. No. 11/2003

Ompal Singh has also not stated in his statement as to on what date of feb. 1996 he was engaged as Mali by the Cantonment Board. This court has to adjudicate as to whether the termination of services of Ompal Singh S/o Lal Singh w.e.f 28-8-2000 whether legal and justified.

I have persued the pledings and the evidence on the record carefully. Ompal singh has also stated that he was not given any appointment letter but has stated that he was terminated on 23-8-2000. Ompal Singh has stated that he was terminated on 23-8-2000. Omapal Singh has stated that he has not given any compensation before terminating his services. It is settled law that the burden on the worker to prove that he had continuously worked till the date of his termination as provided in Section 25B (2) of the I.D. Act. From the evidence on record it is proved that Ompal Singh was casual labour not appointed against any post as alleged in the statement of claim. Worker has examined himself and has not produced any document in support of his claim that he has worked continuously from feb. 1996 to 23-8-2000. He has stated that the mustoer roll filled by the opposite party is incorrect and entire muster roll have not been filled by the opposite party. He has stated that he has not produced any documents to rebutt the evidence filed by the opposite party.

Sri RK Sharma witness of the opposite party and who is the supervisor of the Cantonment board has stated that Ompal Singh was not engaged/appointed against any vacant post instead he was engaged as casual labour on daily wages basis. The fact finds it support from the documentry evidence on record. He has stated that document filed are correct and has also stated that worker has not worked for 240 days in any calender year.

From the extract of sanction book on record it is made out that the worker's sanction was in respect of following period:

1. Printed no. 90 for 23 days w.e.f. 1-3-96 to 30-3-96 @ Rs. 38.50/- per day.

2. Printed no. 97 for 25 days w.e.f. 1-4-96 to 30-4-96 @ Rs. 38.50/- per day.

3. Printed no.1806 for 15 days w.e.f. 16-3-98 to 31-3-98 @ Rs. 52/- per day.

4. Printed no.1827 for 14 days w.e.f. 1-4-98 to 15-4-98 @ Rs. 52/- per day.

5. Printed no. 1848 for 15days w.e.f. 16-4-98 to 30-4-98 @ Rs. 52/- per day.

6. Printed no. 1878 for 14 days w.e.f. 1-5-98 @ Rs. 52/- per day.

7. Printed no. 1899 for 14 days w.e.f. 16-5-98 to 30-5-98 @ Rs. 52/- per day.

8. Printed no. 1508 w.e.f. 1-6-98 to 15-6-98 @ Rs. 52/- per day.

9. Printed no. 1553 for 12 days w.e.f. 1-8-98 @ Rs. 54/- per day.

10. Printed no. 1571 w.e.f. 20-8-98 to 31-8-98 @ Rs. 54/- per day.

11. Printed no. 1585 for 15 days w.e.f. 1-9-98 @ Rs. 54/- per day.

12. Printed no. 2649 for 18 days w.e.f. 5-3-99 @ Rs. 54/- per day.

13. Printed no.2664 for 3 days w.e.f. 13-3-99 to 16-3-99 @ Rs. 100/- per day.

14. Printed no. 1603 for 11 days w.e.f. 18-9-98 @ Rs. 54/- per day.

15. Printed no. 1621 for 15 days w.e.f. 3-10-98 @ Rs. 54/- per day.

16. Printed no. 1639 for 10 days w.e.f. 21-10-98 @ Rs. 54/- per day.

17. Printed no. 2588 for 27 days w.e.f. 1-5-2000 to 31-5-2000 @ Rs.65/- per day.

17. A Printed no. 2500 for 8 days w.e.f. 21-4-2000 to 30-4-2000 @ Rs.65/- per day.

18. Printed no. 2553 for 26 days w.e.f. 1-10-99 @ Rs. 65/- per day.

19. Printed no. 4106 for 7 days w.e.f. 24-7-2000 to 31-7-2000 @ Rs.65/- per day.

20. Printed no. 4114 for 23 days w.e.f. 1-8-2000 to 31-8-2000 @ Rs. 65/- per day.

I have persued the muster roll according to which Ompal Singh last worked on 30-8-2000. He was paid for 23 days with 7 absentees. Therefore it is wrong to say that worker was terminated on 23-8-2000 or 28-8-2000. The court has to see whether worker had worked 240 days preceeding 30-8-2000 within 12 calender months from Sept.99 to August 2000. The figure comes out as under:

August 2000 23 days, July 2000 7 days, May 2000 27 days, April, 2000 8 days, June, Feb and March Nil, Dec.1999 26 days, Nov.1999 24 days Oct.99 26 days Sept.99 Nil.

Thus the worker has not completed 240 days as required under section 25B (2) of the I.D. Act, 1947.

I.D. No. 12/2003

Sri Umesh Kumar has also not stated in his statement as to on what date of Feb. 1996 he was engaged as Mali by the Cantonment board. This court has to adjudicate as to whether the termination of services of Umesh Kumar S/o Raghuveer singh w.e.f. 23-8-2000 whether legal and justified.

I have perused the pleadings and the evidence on the record carefully. Umesh Kumar has also stated that he was not given any appointment letter but has stated that he was terminated on 23-8-2000. Umesh Kumar has stated that he was terminated on 23-8-2000. Worker has stated that he was not given any compensation before terminating his services. It is settled law that the burden on the worker to prove that he had continuously worked till the date of his termination as provided in Section 25B (2) of the I.D. Act. From the evidence on record it is proved that Umesh Kumar was casual labour not appointed against any post as alleged in the statement of claim. Sri Umesh Kumar has alleged that he was appointed against the permanent post as Mali w.e.f. Feb. 1996 but has not stated the specific date on which was appointed. He has stated that his services were terminated w.e.f. 23-8-2000. He has admitted in his examination in chief that he was engaged as casual labour. He has also stated that Cantonment board has not produced all document . He has also stated that he has no record with him to show as to how many days he worked.

On the other hand Sri RK Sharma Supervisor of the Cantonment board has stated that worker has not continuously worked. He was engaged as exigency of work and when ever the labours were disengaged no notice was given to them. According to document he has stated that they are true copies of the original. He has stated that no person can be recruited without vacancy and notification in newspaper and selection/inteview.

From the muster roll produced by the opposite party it is clear that worker Umesh Kumar was paid 23 days wages (Rs.1495) and he last worked on 28-8-2000. It is therefore incorrect to say that worker was terminated on 23-8-2000.

The sanction in respect of engagement of labour has been filled by the opposite party which go to show the following:

1. Printed no. 1802 for 15 days w.e.f. 16-3-98 @ Rs. 52/- per day.

2. Printed no. 1823 for 14 days w.e.f. 1-4-98 to 15-4-98 @ Rs. 52/- per day.

3. Printed no.1844 for 15 days w.e.f. 16-4-98 to 30-4-98 @ Rs. 52/- per day.

4. Printed no.1873 w.e.f. 1-5-98 to 15-5-98 @ Rs. 52/- per day.

5. Printed no. 1894 for 14 days w.e.f. 16-5-98 to 30-5-98 @ Rs. 52/- per day.

5A. Printed no. 1505 for 14 days w.e.f. 1-6-98 to 17-6-98

6. Printed no. 1526 for 15 days w.e.f. 17-7-98 @ Rs. 54/- per day.

7. Printed no. 1540 for 15 days w.e.f. 1-8-98 @ Rs. 54/- per day.

8. Printed no. 1558 for 10 days w.e.f. 20-8-98 to 31-8-98 @ Rs. 54/- per day.

9. Printed no. 1577 for 15 days w.e.f. 1-9-98 @ Rs. 54/- per day.

10. Printed no. 1595 w.e.f. 18-7-98 @ Rs. 54/- per day.

11. Printed no. 2644 for 18 days w.e.f. 5-3-99 @ Rs. 54/- per day.

12. Printed no. 1613 for 15 days w.e.f. 3-10-98 @ Rs. 54/- per day.

13. Printed no.1631 for 10 days w.e.f. 31-10-98 @ Rs. 54/- per day.

14. Printed no. 2526 for 15 days w.e.f. 6-9-99 @ Rs. 65/- per day.

15. Printed no. 2531 for 6 days w.e.f. 18-9-99 @ Rs. 65/- per day.

16. Printed no. 2543 for 9 days w.e.f. 1-10-99 @ Rs. 65/- per day.

17. Printed no. 2551 for 18 days w.e.f.11-10-99 @ Rs.65/- per day.

18. Printed no. 2556 for 24 days w.e.f. 1-11-99 @ Rs. 65/- per day.

19. Printed no. 2566 w.e.f. 1-12-99 to 31-12-99 @ Rs.65/- per day.

20. Printed no. 2582 w.e.f. 21-4-2000 to 30-4-2000 @ Rs. 65/- per day.

21. Printed no. 2590 w.e.f. 1-5-2000 to 31-5-2000 @ Rs. 65 per day.

22. Printed no. 4105 for 7 days w.e.f. 24-7-2000 to 31-7-2000 @ Rs. 65 per day.

According to the muster roll filed by the opposite party worker Umesh Kumar has been paid for following days in the months shows below:

Year and month	No. of days
April 1998	26 days
May 1998	26 days
June 1998	14 days
July 1998	13 days
August 1998	25 days
Sept. 1998	26 days
Oct. 1998	25 days
March 1999	02 days
Sept. 1999	21 days
Oct. 1999	Nil
Nov. 1999	24 days
Dec. 1999	26 days
Jan. 2000 to March 2000	Nil
April 2000	07 days
May 2000	27 days
July 2000	07 days
August 2000	23 days

Thus I come to the conclusion that worker Umesh Kumar was daily rated casual labour employed by the Cantonment Board at intermittent period and has worked less than 150 days in preceeding the date of his termination within 12 calendar months.

I.D. No. 13/2003

I.D No. 14/2003

I.D. No. 51/2003

All the 3 cases are taken together as their pleadings are one and the same.

Facts of the cases :

Workmen's case in brief is that they are working for more than 6 years i.e. from Feb. 1996, but the opposite party did not regularize the services. It is alleged that opposite party sent the letter for interview on the same post, but opposite party designated the workmen a temporary or casual worker. Workmen have worked against the permanent & vacant post during the whole service period and these posts are still vacant. When the workmen demanded for regularization opposite party not only refused but terminated them by order on 23-8-2000 in violation of provisions of section 25-F, G and H of the Industrial Disputes Act. 1947. It is also alleged that the opposite party has given jobs to others. It is also alleged that there is no seniority list mantained by the opposite party. It is also alleged that some workers have been regularized on 6-9-99 in its meeting he Cantonment Board adopted motion to regularize the workmen, yet nothing has been done in this regard on the other hand fresh hands has been employed keeping the workmen out of employment. Workmen have therefore prayed for reinstatement with back wages and continuity of service.

Opposite party has denied the claim of the worker It is submitted that the opposite party is not doing any business or trade and is not an Industry. Opposite party has denied the allegations of the workmen that the workmen were either appointed as a permanent worker or engaged agianst any permanent post. Workmen have even failed to disclose the necessary details/orders as to when they was employed, what were the terms and conditions of service. It is submitted that the workmen was engaged as casual labour on purely daily wage basis as per the norms of the Govt. and laid down procedure and any work may be taken to carry on the public duties in emergent cases. It is specifically denied that the workmen ever worked against any permanent post or was even engaged against permanent post. Question of any regularization or giving any permanent status to the workmen does not arise. No case of the workmen in respect of regularization is pending. The concerned workmen were never employed as a permanant workmen and no vacancy was advertised. However had any such advertisement been that the workmen had all opportunities to appeal and participate in the interview/selection. Worker in the case was engaged on non sanctioned post or temporary and casual basis.Question of any seniority or permanent status does not arise. The motion of the Cantonment Board dated 5-9-99 does not given any right to the workmen concerned and there was no suggestion of the Board. Morever no vacancy can be filled up without the approval of higher authorities of the department.

It is submitted that the allegations are baseless frivolous and fabricated. Lastly it is stated that the workmen did not work for a period of 240 days in the calendar year before the date of their termination and they did not work for the period of 240 days in any year.

Opposite party has filed the photo copies of sanction book, muster rolls/pay roll with application C-20.

Workmen have examined him and opposite party have examined Sri Raj Kumar Sharma.

Heard the representative of the workmen alone as the representative of opposite party or the opposite party itself did not appear to argue.

The opposite party has filed extract of sanction book with printed serial number together with photo copies of muster roll in all the 3 cases mentioned above:

I have carefully perused the said documents and the position which emerges from perusal of those documents are summarised as below:

(1) The relevant extract of sanction book Arun Kumar Yadav are as follows: (I.D. No. 13/2003)

1803, 1824, 1845, 1874, 1895, 1506, 1534, 1543, 1561, 1580, 1598, 2663, 1616, 1634, 2538, 2556, 2578, 2586, 4103, 4111.

Similarly in ID No. 14/2003 in respect of Deepak Kumar the extract of sanction book which has printed folios have been filed by the opposite party. These are as under:

53, 61, 62, 65, 68, 76, 1527, 1544, 1562, 1581, 1599, 2645, 2665, 1617, 1635, 2532, 2553, 2578, 2586, 4101, 4109.

In respect of I.D. No. 51/2003 of Satyaveer Singh the opposite party has filed the extract of sanction book having following serial numbers.

87, 93, 1811, 1832, 1853, 1863, 1884, 1501, 1519, 1536, 1554, 1573, 2653, 2662, 1609, 1627, 2553, 2563, 2580, 2588

Similarly in all above 3 cases muster roll have been filed which show the details of working days and payment made to the workers. The chart is produced below :—

I.D. No. 13/03 Arun Kumar		I.D. No. 14/03 Deepak Kumar		I.D. No. 51/03 Satyaveer Singh	
Year	Days	Year	Days	Year	Days
April 98	26	July 95	26	March 96	23
May 98	26	Aug. 95	26	April 96	25
June 98	12	Sept. 95	25	April 98	26
July 98	20	July 98	13	May 98	27
Sept. 98	26	Aug. 98	25	June 98	13
Oct. 98	20	Sept. 98	26	July 98	13
March 99	02	Oct. 98	25	Aug. 98	25
Oct. 99	26	Mar. 99	16	Sept. 98	25
Nov. 99	24	July. 99	05	Oct. 98	25
Dec. 99	26	Oct. 99	26	Mar. 99	02
April 00	05	Nov.99	24	Oct. 99	26
May 00	27	Dec.99	26	Nov. 99	24
July 00	07	April 00	07	Dec. 99	26
Aug. 00	23	May 00	27	April 00	08
		July 00	07	May 00	27
		Aug. 00	23	July 00	07
				Aug. 00	23
Last worked on 28-8-2000		Last worked on 26-8-2000		Last worked on 28-8-2006	

From the perusal of entire evidence on record it is evident that workers were casual daily rate workmen. They were not permanent workers nor they were engaged on any permanent post. Admittedly there is no appointment letter in respect of these workers. None of workers in their statement of claim has mentioned the exact date of his appointment nor they have stated as to what capacity they were appointed. Workers have not filled any record in respect of their working days in each of the calendar year. The witness of opposite party Sri RK Sharma has stated that in the event of emergent need to provide basic amenities, it is essential for the Board to engage the casual labourers. Accordingly casual labours are deployed as per rules. He has also stated that the workers were not engaged against any permanent vacancy or post. It is evident that the workers have not worked continuously in 12 calendar months. They have worked intermittently.

It has come in the evidence that Cantonment Board in case of any vacancy of permanent post, notifies the vacancy and all candidates who fulfil the criteria can apply for the said post. He has also stated that no one can be appointed without test/interview.

It is evident from the record that Beldar/Mazdoor/Safaiwala are engaged for road gang/demolisation purposes/desilting of drain/nalas etc.

In all the 3 cases above it is proved that workers were not terminated on 23-8-2000 instead Arun Kumar Yadav last worked on 28-8-2000, Deepak Kumar last worked on 26-8-2000 and Satyaveer Singh last worked on 28-8-2000. Therefore it can not be said that the management of Cantonment Board terminated the services of said employees on 23-8-2000.

So far as the question, whether the Cantonment Board is a industry or not. It is settled law by now thus Municipal Board, Nagar Nigam, PWD all are industry and Cantonment Board is no different than the said departments.

The passing of the resolution of the Chairman of the Board for regularising a particular worker has no meaning because the Chairman of the Cantonment Board is not proved to be appointing authority.

From the discussions above I come to the conclusion that the disengagement of casual labours of the above industrial disputes does not fall within ambit retrenchment and therefore there is no question of operation of section 25 G or H of the I.D. Act. In the circumstances the workmen are not required to be given any notice, notice pay or compensation. It is admitted fact that no seniority list is maintained in Cantonment Board therefore retaining of the juniors or seniors is not to be looked into as the workers of the dispute are not retrenched employees as they have not continuously worked 240 days preceeding the date of termination within 12 calendar months. Issues are therefore answered in favour of the management against the workers.

It is pertinent to mention here that representative of the opposite party did not turned up for argument only because the opposite party was to pay the adjournment cost to the worker. The workers have right to realise the adjournment cost in individual dispute cases. Award accordingly.

Lucknow SHRIKANT SHUKLA, Presiding Officer

27-8-2007

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 41/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-09-2007 को प्राप्त हुआ था ।

[सं. एल-40012/222/2003-आईआर(डी.यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2004) of the Central Government, Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Ltd.and their workmen,which was received by the Central Government on 06-09-2007.

[No. L-40012/222/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

Shrikant Shukla, Presiding officer

I.D. No. 41/2004

Ref. No. L -40012/222/2003-IR (DU) Dated 19-4-2004

BETWEEN

Sh.Dharmender Kumar
S/o Sh Prakash Chand
Shel Bihari, Telephone Colony, Type I
Room No.1, Rishikesh
Dehradun

AND

The Dy. Genral Manager
Bharat Sanchar Nigam Ltd.
Patel Nagar
Dehradun

AWARD

The Goverment of India, Ministry of Labour, New Delhi refer the following dispute for adjudication vide no. L-40012/222/2003-IR (DU) Dated 19-4-2004 to the presding officer, CGIT-Cum-Labour Court, Lucknow:

"Whether the action of management of BSNL in terminating the services of Sri Dharamendra Kumar w.e.f. May 2002 is just fair and legal? If not to what relief the concemed workman is entitled ?"

The worker Darmendra Kumar filed the statement of claim alleging therein that he was Safaikarmchari in BSNL at the office of Divisional Engineer, Rishikesh, Dehradun w.e.f. July 1996 and was working to the entire satisfaction of the department. The services of Dharmendra Kumar were terminated w.e.f. May 2002 without any reason and without any notice and without complying the Section 25F of the I.D. Act. 1947. It is further submitted that Dharmendra Kumar was appointed in place of her mother Smt. Sudha Devi after her death. Opposite party filed the written statement stating therein that the opposite party did not engage Dharmendra Kumar for any work or post and therefore reference is bad in law. It is also submitted that the Dharmendra Kumar is not workman as defined in law. It is also submitted that there was no employer and employee relationship between Dharmendra Kumar and Dy. GM, Bharat Sanchar Nigam Ltd. Dehradun. It is also specifically denied that there is no date mentioned in the reference order and therefore the dispute can not be adjudicated. It is further submitted that in the office of opposite party there is only one post sanctioned in respect of Safaikarmchari and the father of Dharmendra Kumar Sri Prakash Chandra is posted for that work. It is further submitted that he (Sri Prakash Chandra) has been allotted a house in which Dharmendra Kumar is living with his father. In the circumstances when there is permanent Safaiwala against the sanctioned post therefore no question arises to appoint any other person as Safaiwala. As Dharmendra Kumar was not engaged a Safaiwala or for any job therefore there is no question of any termination. It is submitted that Dharmendra Kumar has concocted a false story. It is also pointed out that Dharmendra Kumar has not mentioned his date of appointment and he has not come with the clean hand and has tried to mislead the Court. Accordingly opposite party has requested that the reference be decided against the Dharmendra Kumar.

Dharmendar Kumar has filed the photo copy of rejoinder. Dharmendar Kumar in para 5 of rejoinder has stated that he was working on the post of Safaiwala w.e.f 21-7-96 and has reiterated the facts that he was terminated in may 02 without any reason or notice by the oral orders of Sub Divisional Officer Sri Shoba Singh. It is further submitted that Prakash Chandra, Safaiwala was not able to manage the work at 3 places. It is alleged that Dharmendra Kumar was appointed in placed of her mother Smt. Sudha Devi who was working as Safaikarmi since 1993 and when She died in 1996 Dharmendra Kumar was appointed in her place. It is alleged that the departmental employees and officers both had drawn the wages and Dharmendra Kumar has work under the direction of FD Loan Sarva Sri Dharmendra Sharma, Jaswant Singh, Rakesh Saini and Shobha Singh. Dharmendra Kumar also mentioned that he informed Doorsancher Mantri Sri Ram Bilas Paswan and Manager Telecom, Dheradun but with no result.

Following documents has been filed by the Dharmendra Kumar alongwith his rejoinder :

1. Printed extract of Swamy's book page 91.

2. Photo copy of postal receipt.

3. Letter of Chandra Mohan Kala, Divisonal President Dalit Seva Mandal address to Sri Ram Bilas Paswan, Doorsanchar Mantri, Govt. of India without any signature.paper no.8/5 and 8/6.

4. Photo copy of letter of Dharmendra Kumar dt. 9-7-01.

Opposite party has filed the photo copy of the following documents :

1. Copy of office order dt. 30-3-85

2. Copy of office order dt. 22-6-88
3. Copy of office order dt. 12-2-99
4. Copy of office order dt. 20-9-2000
5. Copy of office order dated 19-4-2001

Sri Prakash Chandra has been examined on behalf of Dharmendra Kumar and Sri Jaswant Singh, Divisional Engineer has been examined on behalf of the opposite party.

Heard Sri RD Pandey who appeared on behalf of Dharmendra Kumar and Sri AK Gupta on behalf of the opposite party.

It is relevant to mention here that Dharmendra Kumar died on 2-10-2006.

It is also pertinent to mention here that rejoinder paper No. A1/8 has been filled by Sri Bachi Ram representative of Dharmendra Kumar on 15-2-05. It is relevent to point out that original rejoinder has not been filed and its place photo copy has filed. Original signatures are not available on rejoinder. First page of rejoinder is without any signature.

Sri Bachi Ram moved application D-18 on 29-11-2005 stating therein that due to accident, worker did not come for evidence due to serious injuries. It is also mention that accident took place on 3-10-2004. The said application accompanyed by medical certificate paper No. D-18/2 which goes to show that Dharmendra Kumar was hospitalised in Himalyan Institute Hospital, Dehradun on 3.10.2004 and was there till 19-3-05.

Although Dharmendra Kumar stated that he was appointed in place of her mother Smt. Sudha Devi she was also safaikarmchari but no appointment letter of Smt. Sudha Devi or Dharmendra Kumar has been filed by the worker or his representative. In case of any compassionate appointment the appointment orders are issued by the employer. There is heavy burden on worker to prove that her mother was in service and that he was appointed in her place. The father of Dharmendra Kumar, Sri Prakash Chandra has stated on oath that no appointment letter was given nor he was engaged on any scaled pay.

Sri Prakash Chandra has also stated that Dharmendra Kumar worked as Safaikarmi till 2001 and thereafter he was engaged to perform the duties of security guard in telephone department.

Sri Parkash Chandra has stated in his cross examination that he is Safaikarmi in the same exchange and his total salary is Rs. 5975 He has also admitted that there is only one post sanction in his exchange and he performed the duty of Safaiwala. On being question as to what is the covered area of the exchange where he worked he exhibited his igonarance.

In cross examination itself he has admitted that his son was not a regular employee.

Sri Jaswant Singh, Divisional Engineer, BSNL, Rishikesh, Dehradun has filed his affidavit in the Court. He has stated that in the office of Bharat Sanchar Nigam Ltd. Dehradun there is only one post sanctioned for Safaikarmi and on the said post the father of Dharmendra Kumar i.e. Prakash Chandra is not appointed. He has also stated that there is no question of appointing two Safaikarmi in place of one Sanctioned post. Sri Jaswant Singh has specifically denied that Smt. Sudha Devi was ever worked on any post in the office of opposite party and there is no question of appointing Dharmendra Kumar. He has further stated that Dharmendra Kumar has submitted imaginary false story and since Dharmendra Kumar was never engaged/ appointed there is no question of his termination. During cross examination he has stated that he came to Rishikesh office in the August 1996 and while he was so working the father of Dharmendra Kumar was working there not Dharmendra Kumar. He has also denied that mother of Dharmendra Kumar. ever worked in department.

It is significant to note here that Prakash Chandra himself has not stated in his evidence that his wife was working in the same office neither he has stated that son Dharmendra Kumar was appointed on the death of his mother.

In the circumstances it is false to say that Dharmender Kumar was not appointed in Bharat Sanchar Nigam Ltd. It is also not proved that he was appointed on the place of his mother Smt. Sudha Devi.

Admittedly there is only one sanctioned post of Safaikarmi in Rishikesh in office of opposite party.

It appears that on 9-7-2001 Dharmender Kumar moved an application to General Manager, Bharat Sanchar Nigam Ltd. Dehradun wherein he has stated that he was required to work as security guard and Safaikarmi at the salary of Rs.950 per month and he has been removed from Safai work to has refused to perform the duties of security guard therefore the letter dt. 9-7-01 is contrary to the interest of Dharmendra Kumar where he has himself admitted that he was removed from Safai work as he refused to work of security guard somewhere in before 9th july 2001.

Opposite party has filed the office order of the Director General Post and Telegraph No. 270/6/04-5 in dated 30-3-85 by which the engagement of fresh casual labourers have been stopped. The representative of the opposite party has accordingly argued that when Bharat Sanchar Nigam Ltd. was constituted, Telephone Department was under Post and Telegraph Director, New Delhi and there was no possiblity of engaging casual labour in 1993 or 1996.

Opposite party has filed another circular No. 270/6/04-5 TL New Delhi dated 22 June 1988 of the Director Post and Telegraph which also bars the deployment/recruitment of casual labour even for the specific period. The said circular has been circulated amongst the General Managers.

Opposite party has filed another office memorandum of Telecom department issued by the Asstt. Director General (STN) dt. 12-2-99 regarding the withdrawal of powers of DOT officers to engage casual labourers or daily or monthly

wages direct or through contractors as well as authority of Accounts officer for making payment to the labourers engaged or daily or monthly wages, either direct or through contractor with immediate effect.

Bharat Sanchar Nigam Ltd. on 19-4-2001 issued the following circular :

Sub: Regularisation of casual labourers- Left out cases.

Sir,

I am directed to refer to this office letter of even number dt. 29-9-2000 on the above subject and to say that if there is still any casual labourers left out for regularisation due to any reasons, the same may please be referred to this office urgently (proforma I) for necessary action alonge with reasons of delay . A certificate as to correctness and finality of the information shall also be furnished. by the Internal Finance of Circle and the Chief General Manager both. The proposal furnised to this office without this certificate and without reasons for delay will not be considered.

It has been noticed in the post that complete information is not received from the circles and information in piecemeal is sent on one pretext or other. It may, therefore, be noted that this the final chance for the circles to send the information. No request in this respect will be entertained in future.

As you must be aware, there is a complete ban on engagement of casual labourers w.e.f. 22-6-88. Action must be taken against officers responsible for engaging casual labourers in defiance of bank orders. such directions have been issued earlier vide various letters from the Directorate. In particular letter no. 269-4/93-STN-II dated 17-12-93 and 269-4/93-STN-II (Pt.) dt. 12-2-99 (circualted vide letter no. 269-13/99-STN-II dated 12-2-99) may please be referred in this regard. A statement indicating total number of casual labourers engaged during the ban period, number of officers identified for the lapse and number of cases in which action has actually been taken should be furnished to this office in Proforma II. This statement should include all cases of casual labourers engaged during ban period irrespective of the fact whether they have been regularised or not .

The circles who have already sent left out cases should also send information afresh in the prescribed proforma. The above information should reach this office by 15-5-2001.

Your faithfully

Sd/-

(O.P. Mogha)

Asstt Director General (Pers.)

The representative of the opposite party has argued that there is no document produced on behalf of worker during his life time or after his death by his father to prove that Dharmendra Kumar was never engaged as casual worker on monthly wages basis. The burden lies upon the workmen to prove that he was engaged monthly salary of Rs. 950 per month as casual labour when it is admitted that the Dharmendra Kumar was not a regular employee of Bharat Sanchar Nigam Ltd. The burden lies on the worker to prove that he put continous service of 240 days preceeding his date of termination within 12 calander months.

The reperesentative of the worker has argued that the worker was not appointed as regular employee and there is no question of getting any appointment letter. He has stated that there is no reason to disbelieve the testimony of father of Dharmendra Kumar who has stated that Dharmendra Kumar worked as Safaikarmi till the year 2001 and in 2001 he was deployed to perform the duties of security guard where he worked for a few months. Sri RD Pandey has also argued that Dharmendra Kumar was not given scale wages but was only paid Rs. 950/-per month as he was not a regular staff.

The representative of the opposite party has relied upon (2006(108) FLR 213 Supreme Court between RM Yellatti vs Asstt. Executive Engineer wherein it has been held that the burden on the cailmant to show that he has completed 240 days of continuance service in a year.

Opposite party has also relied upon 2007(112) FLR 918 Supreme Court between Accounts Officer (A&I) APSRTC and others vs K.V. Ramana and others.

The later case law is not relevant to the fact of this case as this is the case of termination in violation of section 25-F of the ID Act.

It is settled law that the onus of prove lies on the worker who alleges to have worked for the particular period. There is no cogent evidence produced on behalf of Dharmendra Kumar that he was appointed on monthly paid casual basis in the year 1996 on the place of her mother. Even the father of the workmen has not proved the fact that Smt. Sudha Devi was his wife and she died in 1996 and on her death Dharmendra Kumar was appointed in her place. In the circumstances it is difficult to belive that Dharmendra Kumar was appointed on the death of her mother.

There is no question to disbelieve that testimony of Sri Jaswant Singh, Divisional Engineer, Bharat Sanchar Nigam Ltd. Rishikesh, Dehradun coupled with the documentary evidence that there was complete ban on engagement of casual labours.

In the circumstances I came to the conclusion that it is not proved that Dharmendra Kumar was terminated w.e.f. May 2002. It is also not proved that he was a Safaikarmi as the Dharmendra Kumar has alleged in his statement of claim. In the circumstances I also come to the conclusion that there is no relationship of employee and employer between Dharmendra Kumar and the opposite party. Issue is decided accordingly against the worker. Dharmendra Kumar is not entitled to any relief. Award passed accordingly.

Lucknow SHRIKANT SHUKLA, Presiding Officer

29-8-2008

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 396/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2007 को प्राप्त हुआ था ।

[सं. एल-12012/87/2004-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 396/2004) of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 6-9-2007.

[No. L-12012/87/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 27th June, 2006

PRESENT

Shri K. Jayaraman, Presiding Officer

Industrial Dispute No. 396/2004

(In the matter of the dispute for adjudiation under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of City Union Bank and their workmen)

BETWEEN

Sri R. Krishnamurthy : I Party/Petitioner

AND

The General Manager, City Union Bank, HO Kumbakonam : II Party/Management

APPEARANCE

For the Petitioner : M/s. C. Hanumantha Rao, Advocates.

For the Management : M/s. K. Jayaraman, Advocates

AWARD

The Central Government, Ministry of Labour *vide* Order No. L-12012/87/2004-IR (B-I) dated 23-7-2004 has referred the dispute to this Tribunal for adjudication. The schedule mentioned dispute is as follows :—

"Whether the termination of Sri R. Krishnamoorthy by the management of City Union Bank, Kumbakonam is legal and justified? If not, to what relief the workman is entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 396/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed there Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :

The Petitioner joined the services of the Respondent/Bank on 10-7-81 and he was employed as unpaid apprentice clerk at Erode brance and he had rendered two years of continuous service before availing leave on medical grounds. again, when the bank issued notification in the year 1987, he has submitted an application with certificate and the respondent also sent hall ticket asking the Petitioner to appear for an examination. But, he was not allowed to sit for examination without assigning any reason. Any how the Petitioner has rendered 240 days in a continuous period of 12 calendar months and 480 days in a continuous period of 24 calendar months and thus he deemed to have attained the permanent status under labour legislations. Therefore, the termination order issued by the Respondent/Management without complying with the provisions of Section 25F of the I.D. Act is not valid. While so, the Petitioner inadvertently raised the dispute before labour officer, Tanjore and subsequently, filed a claim statement before Labour Court, Cuddalore and therefore, the Labour Court has disposed of the matter that the court has no jurisdiction to entertain and adjudicate the matter. Thereafter, he raised the dispute before Assistant Labour Commissioner (Central) which ended in failure. The allegation of the Respondent/Management that the Petitioner was over aged and he was ineligible according to the qualification indicated in the notification and that a communication was sent cancelling the earlier communication are all false. The Respondent/Bank is bound to retain the records and produced the same before the Court and should not contend that they do not have records prior to ten years and this Tribunal has got ample power to draw an adverse inference against the Respondent/Bank. The Banking Regulation Act Section 2 clearly states that the said Act shall be in addition to and not in derogation of any other law. Under the provisions of Banking Companies Act (period of preservation of records) Rules 1985 the bank has to maintain records for a period of eight years and in case, a case is pending before the Court they have to maintain records irrespective of the perod stipulated in rules. In this case, the dispute was raised in the year 1987 and therefore, the Respondent has to maintain all records. Hence, the Petitioner prays that an award may be passed to reinstate the Petitioner in service w.e.f. 12-3-1983 with all consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that at the first instance, the Petitioner was never employed in any capacity at any point of time. The relationship of employer and workman never existed between this respondent and the Petitioner. The Petitioner cannot be construed as a workman nor the Respondent as his employer. The present reference itself is incompetent, bad and beyond the powers of Government. The Petitioner

was never termenated as alleged by him. The Petitioner cannot invoke any of the provisions of I.D. Act much less Section 2A of the Act. Without prejudice to the above contention, the Petitioner was engaged as unpaid apprentice by an order dated 10-7-81 by the Respondent and he joined as unpaid apprentice as per the above said order. Having undergone the period of training for only 1½ months the Petitioner thereafter did not report for duty to the establishment and he did not communicate to the Respondent in any manner. Subsequently, in the year 1998 the Petitioner invoking provisions of Section 2A of I.D. Act filed a petition before Labour Officer, Thanjavur. Since the Labour Court, Thanjavur has no jurisdiction, the claim of the Petitioner was rejected. Thereafter, belatedly in respect of his alleged non-employment, the Petitioner raised a dispute before the Government of India stating falsely that he was employed in the Respondent/Bank and he was terminated as he has availed leave on the ground of sickness. No doubt, the Petitioner has applied for vacancy in the Respondent establishment in 1987, but he was not permitted to sit for examination on the ground that he was not eligible and his date of birth as per his application is 19.1.51 and for the post of Clerk, minimum qualification presctibed was graduation and the eligibility criteria was notified and the age of applicant was 26 years as on 1-1-98 and therefore, the letter permitting him to sit over the examination was cancelled by another communication dated 25-9-87. But such dispute is totally outside the purview of Section 2A. The Petitioner never rendered continuous service as alleged by him of 240 days in a period of 12 calendar months and 480 days in a period of 24 calandar months. The Petitioner was never employed much less employed in a permanent sanctioned post and he was never retrenched. The Petitioner has filed a suit before District Munsiff Court in O.S. No. 670/90 claiming Rs. 10,000-and also for a direction that Respondent/Bank should provide him with a post of clerk and the suit was dismissed. Since the Petitioner has elected his remedy elsewhere and as the suit was dismissed, the Petitioner has no *locus standi* to approach this Tribunal for any further relief. The dismissal of the said suit would operate as *res judicata* for any further action on the part of the Petitioner. Further the claim of the petitioner is stale and extraordinarily belated. The Petitioner was guilty of laches and delay. The Petitioner was also guilty of negligence and inaction. The Petitioner alleged that he was employed in the year 1981 and who having gone to civil court in the year 1990 did not approach the authorities under I.D. Act till 1998. Hence, for all these reasons, the Respondent prays that claim of the Petitioner is liable to be dismissed.

5. In these circumstances, the points for my consideration are :—

(i) "Whether the termination of the Petitioner by the Respondent/Management is legal and justified?"

(ii) "To what relief the Petitioner is entitled?"

Point No. 1 :—

6. The case of the Petitioner in this dispute is that the Petitioner is a workman and he was appointed by the Respondent/Management by its order dated 10-7-1981. Even though he was apointed as an unpaid apprentice clerk, he joined duty at Erode branch of Respondent/Bank on 10-7-81 and he has rendered about two years of continuous service from 10-7-81. While so, he was terminated on 12-3-83 without any assigning any reason by the Respondent/Bank. Even after his termination in the year 1987, as per notification of the Respondent/Bank, the Petitioner has submitted his application for the post of clerk and at the first instance, he was asked to appear for examination, but subsequently he was not allowed to sit for exmination without assigning any reason. Since the termination is illegal and since the Respondent has not followed the mandatory provision of Section 25F of the I.D. Act, the order of termination passed by the Respondent/Bank is void ab initio and he is entitled to be reinstated in service.

7. On behalf of the Respondent it is contended that the Petitioner was never employed in any capacity at any point of time. There is no relationship of employer-employee between the Respondent and the Petitioner and he cannot be construed as a workman. The Petitioner was engaged himself as unpaid apprentice for a period of two months by an order dated 10-7-81. He joined as unpaid apprentice on 15-7-81 at Erode and within 1½ months he did not report for duty to the establishment and he did not continue in the post as apprentice and therefore, there is no question of appointment or termination by the Respondent/Bank and hence, the Petitioner is not entitled to any relief much less relief of reinstatement at this long lapse of time.

8. Since the Petitioner alleged that he is a workman under I.D. Act and he has served for more than 240 days in a continuous period of 12 calendar months and 480 days in a continuous period of 24 calendar months, the burden of proving this fact is upon the Petitioner. In order to establish this fact, the Petitioner has examined himself as WW1 and produced six documents and all the six documents are copy of his representation to the Respondent/Management by certificate of posting. As against this, on the side of the Respondent/Management, one Mr. S. Sridaran, deputy General Manager (Advances) of the Respondent/Management, who was working as Branch Manager in Erode branch during the year 1981, was examined as MW1 and on their side 17 documents were marked as Ex. M1 to M17. Ex. M1 is the copy of office order posting the Petitioner as unpaid apprentice dated 10-7-81. Ex. M2 is the copy of application for appointment of clerk dated 28-8-87 sent by the Petitioner. Ex. M3 is the copy of letter sent by the Petitioner requesting employment. Ex. M4 is the copy of call letter sent to the Petitioner for written test. Ex. M5 is the copy of notice issued by Petitioner's advocate. Ex. M6 is the copy of reply to the above notice sent by Respondent/Bank advocate. Ex. M7 is the copy of written statement of Petitioner Labour Office, Tanjore. Ex. M8 is the copy of Petitioner's claim in I.D. 22/2001. Ex. M9 is the copy of 2A petition filed by Petitioner before Assistant Labour Commissioner (Central). Ex. M10 is the copy of comments filed by Respondent before Assistant Labour Commissioner (Central). Ex. M11 is the copy of acquittance role register for July, 1981. Ex. M12 is the copy of notification

dated 14-8-87. Ex. M13 is the copy of letter sent by Respondent/Bank rejecting the application of Petitioner. Ex. M14 is the copy of draft return letter. Ex. M15 is the copy of order in O.S. No. 670/90. Ex. M16 is the copy of reply filed by Respondent before Labour Authorities, Tanjore. Ex. M17 is the copy of written statement filed by Respondent in I.D. No. 22/20021.

9. Learned counsel for the Petitioner contended that the Petitioner is a workman and he was appointed by the Respondent by its order dated 10-7-91 under Ex. M1. Even though he was appointed as unpaid apprentice clerk and joined at Erode branch on 10-7-81 he was performing despatch work, work relating to savings bank account, clearing house work, accounting of stamp etc. by doing these work, he has worked in the Respondent/Management and he was allotted accommodation in the office at free of cost. Thus, the Petitioner has rendered two years of continuous service from 10-7-81 and all of a sudden, his services were terminated on 12-3-83 without assigning any reasons. Since he has worked for more than 240 days as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981, the services of the Petitioner had to be regularised by the Respondent/Bank and the Respondent who is doing banking business without following the mandatory provisions of Section 25F of the I.D. Act has terminated the Petitioner without any notice or without giving any compensation and therefore, the order passed by the Respondent/Management is illegal, void ab initio. No doubt, the Petitioner has not produced any document to show that he has worked from 10-7-81 to 12-3-83 but, all the documents are with the Respondent/Management and the Petitioner is not in a position to produce the documents which are in the custody of the Respondent. Any how, the contention of the Respondent is that under Ex. M1 he was appointed as unpaid apprentice clerk for a period of two years from the date of joining and within a period of 1½ months, he has gone to his native place for treatment and never returned to work. If really, this contention is a true one, then the management has set up only defence of voluntary abandonment of service, but the voluntary abandonment has not been proved to the satisfaction of this Tribunal. The evidence of MW1 clearly says that the Petitioner has worked as a clerk. In his cross examaination, he has stated that the Petitioner is qualified for the post of clerk. Therefore, the burden of proving the fact that the Petitioner has left the job within 1½ months is upon the Respondent, but this burden has not been discharged by the Respondent with any satisfactory evidence. Further the contention of the Respondent in the Counter Statement and the evidence given by MW1 in the witness box are contradictory. In para 6 of the Counter Statement, they alleged that the Petitioner did not report to the establishment after having undergone the period of training for only 1½ months. In other words, it is the contention of the Respondent that the Petitioner has voluntarily abandoned his service, but the Respondent/Bank has not let in any evidence to show that the Petitioner has worked only for 1½ months as a trainee and he left the post. Only the witness, who was examined on the side of the Respondent has clearly stated that 'he cannot say, when the Petitioner has left the service'. He has also ademitted that he has not produced any document to show when the Petitioner has left the service. Even though the Petitioner has filed the petition for production of registers to show the period of his employment under the Respondent/Bank, they have not produced the same and I.A. No. 201/2006 was dismissed on the ground that documents must have been destroyed. Therefore, the Petitioner is not in a position to produce documents which were in the hands of Respondent/Management. Though the Respondent has contended that the Petitioner has worked only for 1½ months as apprentice and left the service, they have not produced any satisfactory evidence to prove this contention. Further, the MW1 has stated that after completion of training, he was working as probationer, therefore, the contention of abandonment of service as alleged by the Respondent/Management has not been established before this Court and it is the bounden duty of the Respondent/Management to prove that the workman has abandoned his service. Abandonment is a question of intention and such an intention cannot be attributed without adequate evidence. Under such circumstances, the Respondent has not established the fact that the Petitioner has abandoned his job, hence it should be presumed that the Petitioner has worked for more than the statutory period. Further, though the Respondent alleged that the Petitioner has abandoned his work, it is the case of Respondent that they have conducted any enquiry with regard to the abandonment of his service. But, on the other hand, the Petitioner by his letter dated 20-6-83 and 15-2-84 and other letters, copy of which are marked as Ex. W1 to W6, had requested for employment. Even after these letters, the Respondent/Management has not service has not taken action. Therefore, the plea of abandonment of service has not been proved and hence, the Petitioner is deemed to be in service from 12-3-83 as alleged by him.

10. But, on the other hand, learned counsel for the Respondent contended that from Ex. M1 it is clear that the Petitioner has engaged himself as unpaid apprentice for a period of two months. He joined as unpaid aprentice on 15-7-81 at Erode branch of Respondent/Bank and having undergone the period of training for 1½ months, the Petitioner did not report for job to the establishment and he did not communicate to the Respondent in any manner and in the year 1988, the Petitioner invoking provisions of Section 2A of I.D. Act had filed a petition before Labour officer, Tanjavur and it was also referred to Labour Court, Cuddalore, which was duly resisted by the Respondent/Management. Ultimately, the Labour Court, Cuddalore dismissed the claim of the Petitioner on the ground that they have no jurisdiction. In the mean time, the Petitioner has applied for the post of clerk in the year 1987 i.e. long after his voluntary cessation of Respondent/Management. But, the Petitioner was not permitted to sit for examination on the ground that he was over aged. Since the Petitioner's age was found as more than 31 years as on 1-1-88, the call letter issued by the Respondent/Bank was cancelled by another communication dated 25-9-87. Learned counsel for the Respondent contended that the Petitioner never rendered continuous service as alleged by him for more than 240 days in a continuous period of 12 calendar months and 480 days in a continuous period of 24 calendar months.

He has engaged himself as an unpaid apprentice only for a period of 1½ months and he cannot be deemed to be attained permanent status alleged by him. Any how, the question of permanency has to be decided by the appropriate authority under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and it cannot be adjudicated under Section 2A of the I.D. Act. In this case, the Petitioner was never employed as an employee under permanent sanctioned post and he was never retrenched and therefore, Respondent/Bank has not violated any of the provisions of Act much less Section 25F of the I.D. Act. It is further contention of the learned counsel for the Respondent that after the rejection of application given by the Petitioner, the Petitioner has issued an advocate notice dated 3-10-87 and he demanded that he should be either provided suitable post or payment of compensation of Rs. 10,000. But his claims were duly answered by Respondent and even the suit filed by the Petitioner before District Munsiff Court at Kumbakonam in O.S. No. 670/90 was also dismissed. Since the Petitioner has elected his remedy in civil court, the suit was dismissed. Hence, the Petitioner has no *loco standi* to approach this Tribunal for any relief. The dismissal of the suit would operate as *res judicata* for any further claim on the Petitioner. Learned counsel for the Respondent relied on the rulings reported in 2006 1 LLN 137 NATIONAL INSURANCE CO. LTD. VS. MASTAN AND ANOTHER which arise from Workmen Compensation Act. In that claimant has not chosen to withdraw his claim under Workmen's Compensation Act before it reached the point of judgement, with a view to approach the Motor Accidents Claims Tribunal. What he has done is to pursue his claim under Workmen's Compensation Act, till the award was passed and also to invoke a provision of Motor vehicles Act, he has not made applicable to claim under Workmen's Compensation Act. In that case, the Supreme Court has held that *"the claimant/Respondent is not entitled to do so and the High Court was in error in holding that he is entitled to do so."* Relying on this judgement, learned counsel for the Respondent argued that the doctrine of election is based on rule of estoppel and the principle that one cannot approbate and reprobate inheres in it. The doctrine of estoppel by election is one of the species of estoppel in pais (os equitable estoppel) which is a rule in equity. By that rule, a person may be precluded by his action or conduct or silence when it is his duty to speak from asserting a right which he otherwise would have had. In this case, when the Petitioner alleged to be a workman entitled to the benefits of Industrial laws, he has to approach the labour authorities even at the initial stage. Though he alleged that he has been terminated by the Respondent/ Bank illegally, he has not taken the matter before labour authorities, on the other hand, he has chosen to civil remedy for compensation which was ultimately dismissed against him. Under such circumstances, he cannot again raise dispute under Industrial Disputes Act after a long lapse of time i.e. only after the alleged termination. Learned counsel for the Respondent further relied on the rulings reported in 2005 5 SCC 91HARAYANA STATE CO-OP. LAND DEVELOPMENT BANK VS. NEELAM wherein the Supreme Court has held that *"aim and object of Industrial disputes Act may be to impart social justice to the workman but the same by itself would not mean that irrespective of his conduct, a workman would automatically be entitled to relief. The procedural laws like estopal, waiver and acquiescence are equally applicable to the industrial proceedings."* In that case, the workman concerned has approached the labour Court after more than seven years and it was considered by labour Court and the Labour Court refused to grant any relief and it was upheld by the Supreme Court. In which the Supreme Court has held that *"it is trite that Courts and Tribunals having plenary jurisdiction have discretionary power to grant an apropriate relief to paties. The aim and object of I.D. Act may be to impart social justice to the workman but the same by itself would not mean that irrespective of his conduct a workman automatically be entitled to relief. The procedural laws like estoppal, waiver and acquiescence are equally applicable to industrial proceedings. A person in certain situation may even be held to be bound by doctrine of acceptance sub silentio. The Respondent did not raise any industrial dispute questioning the termination of her service within a reasonable time. She even accepted an altertnative employment and has been continuing therein from 10-8-88. In her application filed before Labour Court, while traversing the plea raised by the appellant that she is gainfully employed in HUDA w.e.f. 10-8-88 and her services had been regularised therein it was averred. Thus the conduct of the Respondent in approaching Labour Court after 7 years has been considered as a relevant factor for refusing to grant any relief to her. Therefore, such consideration cannot be said to be irrelevant one. Labour Court in the above mentioned situation cannot said to have exercised its discretionary jurisdiction injudiciously, arbitrarily and capriciously warranting interference at the hands of High Court under Article 226 of Constitution."* Relying on this rulings, learned counsel for the Respondent contended that though the Petitioner alleged that he has been terminated illegally by the Respondent/Management during the year 1983, he has not approached the labour authorities within a reasonable time. On the other hand, he has approached the civil court for compensation in the year 1990. When his civil suit was dismissed by civil court, again he has approached the labour authorities after a long lapse of this long delay namely 15 years. Hence, the claim is liable to be dismissed.

11. I find much force in the contention of the learned counsel for the Respondent.

12. Learned counsel for the Respondent further contended that the claim the Petitioner is stale and extraordinarily belated and the Petitioner was guilty of laches and delay and he was also guilty of negligence and inaction. Then the learned counsel for the Respondent contended that though the Petitioner alleged that he has worked for more than 240 days, there is not even an iota of evidence to substantiate his contention and except his oral testimony, there is no document to show that he has worked for more than 240 days in a period of 12 calendar months and 480 days in a period of 24 calendar months. It

is well settled by the Supreme Court and High Courts that the burden of proving the fact that the Petitioner is entitled to the benefits under Section 25F of I.D. Act is upon the Petitioner. But, in this case, since the Petitioner has not established this fact with any satisfactory evidence, the claim that he is entitled to the benefits under Section 25F is without any substance and the allegation that this Tribunal has to draw an adverse inference is also without any substance. He relied on the rulings reported in 2005 8 SCC 750 SURENDRANAGAR DISTRICT PANCHAYAT VS. DAHYABHAI AMARSINGH in which the Supreme Court has held that *"in the absence of any regular employment of workman, employer is not expected to maintain seniority list of employees engaged on daily wages. As regards non-compliance with Section 25G & H suffice it to say that witness examined by the appellate has stated that no seniority list was maintained by the department of daily wages workmen, In the absence of regular employment of workmen, the appellant was not expected to maintain seniority list of employees engaged on daily wages and in the absence of any proof by Respondent regarding existence of seniority list and his so called seniority, no relief could be given to him for non-compliance with provisions of Act. The Courts could have drawn adverse inference against the appellant only when seniority list was proved to be in existence and then not produced before the Court. In order to entitle the Court to draw inference unfavourable to the party, the Court must be satisfied that evidence is in existence and could have been proved."* In the same judgement, when the Supreme Court considered the applicability of Section 25F and 25B, it has held that *"to claim protection under Section 25F — (i) there exists relationship of employer and employee; (ii) that he is a workman within the meaning of Section2(s) of the I.D. Act and (iii) the establishment in which he is employed is an industry within the meaning of the Act and he must have put in not less than one year of continuous service as defined by Section 25B under the employer."* and these conditions are cumulative and any of these conditions is missing, the provisions of Section 25F will not be attracted. Relying on this judgement, learned counsel for the Respondent contended that the Petitioner has not established that he is a workman under the Respondent/ Management and he has worked for more than 240 days in a continuous period of 12 calendar months and under such circumstances, he cannot invoke the provisions of Section 25F of the Act and therefore, he is not entitled to any relief.

13. As I have already pointed out, I find much force in the contention of the Respondent. In this case, though the Petitioner alleged that he is a workman, he has not established this fact with any satisfactory evidence. Further, he has not established the fact that he had worked for more than 240 days in a continuous period of 12 calendar months and 480 days in a continuous period of 24 calendar months. Further, though he alleged that he has been terminated by the Respondent/Management during the year 1983, he has not stated any valid reason for not approaching the labour authorities within a reasonable time and he has also not stated any reason for electing civil forum for getting compensation and when his civil suit was dismissed by District Munsiff Court, he again approached the labour authorities after a long lapse of time and for this also, he has not given any valid explanation. Under such circumstances, since the inordinate delay was not satisfactorily explained by the Petitioner and merely making repeated representation to the employer will not be regarded as satisfactory explanation, I find no relief con be granted to the Petitioner. Therefore, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

14. In view of my foregoing findings that the Petitioner has approached this forum with inordinate delay and the delay has not been explained satisfactorily, I find the Petitioner is not entitled to any relief. No Costs.

15. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th June, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the Petitioner	WW1 Sri R. Krishnamurthy
For the Respondent	MW1 Sri S. Sridaran

Documents Marked :—

For the I Party/Petitioner :—

Ex. No.	Date	Description
W1	20-06-83	Copy of the representation submitted by the Petitioner to Respondent/ Management.
W2	15-02-84	Copy of the representation submitted by the Petitioner to Respondent/ Management.
W3	22-07-84	Copy of the representation submitted by the Petitioner to Respondent/ Management.
W4	10-01-85	Copy of the representation submitted by the Petitioner to Respondent/ Management.
W5	12-11-86	Copy of the representation submitted by the Petitioner to Respondent/ Management.
W6	19-10-87	Copy of the representation submitted by the Petitioner to Respondent/ Management.

For the II Party/Management :-

Ex. No.	Date	Description
M1	10-07-81	Xerox copy of the office order for unpaid apprentice
M2	28-08-87	Xerox copy of the application for appointment.

Ex. No.	Date	Description
M3	28-08-87	Xerox copy of the letter requesting employment.
M4	14-09-87	Xerox copy of the call letter for written test.
M5	08-10-87	Xerox copy of the notice by Petitioner's advocate.
M6	20-10-87	Xerox copy of the reply to above notice.
M7	Nil	Xerox copy of the 2A petition before Labour Office, Tanjore.
M8	08-01-01	Xerox copy of the Petitioner's claim in ID 22/2001.
M9	21-08-03	Xerox copy of the 2A petition filed before Assistant Labour Commissioner (Central).
M10	11-09-03	Xerox copy of the comments filed by Respondent.
M11	Nil	Xerox copy of the acquittance role register for July, 1981 to December, 1982.
M12	14-08-87	Xerox copy of the notification.
M13	25-09-87	Xerox copy of the rejection letter of Respondent on the application submitted by Petitioner.
M14	29-09-87	Xerox copy of the draft return letter.
M15	29-09-87	Xerox copy of the order in O.S. No. 670/90.
M16	04-03-98	Xerox copy of the reply to the above petition.
M17	07-09-01	Xerox copy of the written statement filed by Respondent in I.D. No. 22/2001.

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 57/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2007 को प्राप्त हुआ था।

[सं. एल-12012/65/2005-आईआर(बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2005) of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 6-9-2007.

[No. L-12012/65/2005-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 4th July, 2006

PRESENT

Shri K. Jayaraman, Presiding Officer

Industrial Dispute No. 57/2005

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their workmen).

BETWEEN

Sri R. Balasubramanian : I Party/Petitioner

AND

The Assistant General Manager (Region II), State Bank of India, Z.O., Madurai. : II Party/Management

APPEARANCE

For the Petitioner : M/s. Aiyar & Dolia & R. Arumugam, Advocates.

For the Management : M/s. V.R. Gopalarathnam, Advocate.

AWARD

1. The Central Government Ministry of Labour *vide* Order No. L-12012/65/2005-IR (B-I) dated 1-7-2005 has referred the dispute to this Tribunal for adjudication. The schedule mentioned order is as follows :—

"Whether the punishment of discharge from service imposed to Sri R. Balasubramanian by the management of State Bank of India, Madurai is legal and justified? If not, to what relief the workman is entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 57/2005 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was appointed as clerk-cum-cashier-cum-typist on 6-6-91 at Sirupakkam branch of the Respondent/Bank in Villupuram district and he was confirmed in permenent service of the Respondent/Bank w.e.f. 6-12-91. While so, from the early months of 1994, his health condition started to deteriorate suddenly due to acute peptic ulcer, compounded by Hernia and spondylitis. As a result, he had to frequently go on leave on account of continued ill health and he requested the Respondent/Bank to consider his transfer to any of the branches in Madurai city where his parents are residing. Subsequently, he was transferred to Nilakottai branch which is 50 kms away from Madurai. The Petitioner joined Nilakottai branch in the fond

hope that his health would improve and he could attend office and perform his duties without anymore problem. But here again due to severe spondylities which forced him to proceed on leave frequently. He requested for transfer to any one of the Madurai city branches on extreme ground of compassionate which did not evoke any positive response. Again, he requested the Respondent to transfer him temporarily to Madurai to enable him to undergo expert treatment. The Respondent considered the request of the petitioner and transferred him to zonal office for a temporary periods of three months in the year 1998. On the expiry of temporary transfer period, the Respondent/Bank did not accede to his request for transfer to Madurai on permanent basis and the petitioner rejoined at Nilakottai branch obeying the orders of Respondent/Bank. But even after that neck pain and severe low back pain on account of aggravated spondilities due to daily commutation by bus journey reapsed in a fierce manner, hence again frequently he proceeded on leave. But to his shock, the Respondent/ Bank ignoring his several requests for sanction of leave of his absence issued a notice for initiating disciplinary proceedings and after issuance of charge memo; he was not permitted by the Respondent/Bank to join work. After the enquiry proceedings, the Disciplinary Authority proposed to impose on him extreme punishment of discharge from service and after personal hearing, the Disciplinary Authority confirmed the proposed punishment on 16-9-02. Though he preferred an appeal, the Appellate Authority also confirmed the punishment imposed by the Disciplinary Authority by his order dated 19-11-2002. The entire proccedings initiated against him by the Respondent/ Management suffers from lot of procedural infirmities and a serious violation of principles of natural justice. Charge shet relates only to his absence and the charge is very vague. The 1st para speaks about unauthorised absence without obatining prior sanction, but the latter part of the charge sheet speaks about absence without intimation. The action was initiated in terms of 521 of Sastry Award read with para 18.28 of Desai Award whereas the bank employees are governed by an new settlement dated 10-4-2002 for any disciplinary action. Therefore, the order based on irrelevant clause of cannot be treated as a legal one and hence it is to be declared as null and void. Any how, the punishment imposed by the and Respondent/ Management was totally disproportionate to the charge alleged against the Petitioner. Hence, for all these reasons, Petitioner prays that an award may be passed directing the Respondent to reinstate him into service with continuity of service, back wages and other attendant benefits.

4. But, as against this, the Respondent in its Counter Statement alleged that the Petitioner was unauthorisedly absent continuously for 286 days from Feb. 2002 to 14-12-2001 without prior sanction of leave nor did he apply for leave at any time thereby, he committed an act of misconduct of unauthorised absence. Therefore, the Respondent/Management issued a charge sheet dated 12-7-2001 and while submitting explanation, the Petitioner has accepted the charge levelled against him and he further stated that his absence was due to his ill health, however, it was not supported by any medical certificate. Since the explanation was not found to be satisfactory, the Disciplinary Authority initiated disciplinary proceedings. In the departmental proceedings held on 13-5-2002, the Petitioner categorically and unequivocally admitted the charge. He did not adduce any evidence or offer any reason for his absence. After the Enquiry Officer's report, he has not given any representation, even after the reminder was sent to him. Therefore, the Disciplinary Authority proposed the punishment and fixed the personal hearing and afeter hearing the Petitioner, the Disciplinary Authority imposed the punishment of discharge from service. Aggrieved by the order of Disciplinary Authority, the Petitioner preferred an appeal in which the Appellate Authority confirmed the punishment of discharge from service imposed by the Disciplinary Authority. The departmental proceedings were conducted in a fair and proper manner and there is no violation of principles of natural justice. Further, the Petitioner having participated in the departmental proceeings and making categorical admission of the charge levelled against him cannot make any grivance with respect to either enquiry or the punishment imposed. Even after the telegrams and letters sent to the Petitioner to report for duty, the Petitioner ignored the advice and neglected to report for duty deliberately. The ailment which the Petitioner alleged cannot be a reason for Petitioner's non-reply or his failure to report for duty. Once categorical admission of misconduct levelled against the Petitioner was made, the Petitioner cannot raise any objection to the conduct of enquiry. The Petitioner has not sent any application or medical certificate and it is false to allege that he has sent leave letters with medical certificate and it is false to allege that he has sent leave letters with medical certificate. Whatever provisions contained in Sastry Award and Desai Award with respect to conduct of disciplinary proceedings have been retained in the Bipartite settlement dated 10-4-2002. Hence, the conduct of disciplinary proceedings cannot be challenged by the Petitioner. Even on earlier occasion, the Petitioner's irregularity in and his long absence had been condoned by the Respondent by regularising the leave position of granting extra ordinary leave on loss of pay. Therefore, the Petitioner's absence was deliberate, intentional and indicated that he had no intention to rejoin the service, which is a gross misconduct and hence punishment cannot be construed to be disproportionate to the gravity of the misconduct. Therefore, the Respondent prays to dismiss the claim of the Petitioner.

5. As against this, the Petitioner again filed a rejoinder in which he has contended that the dates given in the counter is not correct. The charges levelled against the Petitioner is that he has unauthorisedly absent for duty for 286 days without obtaining any prior sanction of leave. But the Branch manager of the Respondent/Bank by a letter dated 6-1-2001 made it clear that the allegation made in charge sheet is not correct. The Petitioner sent his leave application and medical certificate for the days of absence upto 14-2-2001. The branch received those leave applications and medical cerrificates and the same was entered in leave register maintained by the branch and the Branch Manager recommended for extraordinary leave on loss of pay for those periods. Therefore, it cannot be said that the absence of Petitioner is not unauthorised and it is

only absent without leave which comes only as minor misconduct. The Petitioner sent his leave letters with medical certificates then and there and the based on the same, the EOL on loss of pay was recommended by the Branch Manager which can be seen from the leave register maintained by the branch. Therefore, the whole order is illegal and against the law. The bank issued a circular dated 1-8-2002 thereby the Respondent/Management stated that settlement dated 10-4-2002 is in supersession of all the earlier provisions relating to Disciplinary action procedure for the workmen. Therefore, the action of the Respondent on the superceded non-existing procedure is illegal and liable to be set aside. The Disciplinary Authority of the Respondent/Management in the same Zonal Office at Madurai for similar and identical charges took a different view in respect of two employees namely S/Sri R. Ramesamy and M. Manoharan and imposed minor punishment of censure. On the other hand, the punishment of discharge was imposed on the Petitioner, which is totally discriminated and capital punishment was imposed on him and this Tribunal has got ample powers under Section 11A of the I.D. Act to interfere with the order of discharge when especially for similar and identitcal charges different lesser punishment of censure was imposed by the respondent. Therefore, he prays that an award may be passed in his favour.

6. Against this, the Respondent in its additional reply statement contended that no employee is entitled to any leave as a matter of right. Even under leave rules an employee is entitled to sick leave @ one month on half substantive pay for each year of service subject to a maximum of 12 months during his entire service. Similarly, an employee may be granted extraordinary leave on loss of pay only when no ordinary leave is applicable and such leave except in exceptional circumstances should not exceed three months on any occasion and 12 months for the entire period of service. But the Petitioner has never adhered to bank leave rules. In the year 1993-94 the Petitioner was absent for nearly 313 days besides exhausting all other kinds of leave. Again during the period from 1-1-96 to 28-7-97 the Petitioaner was absent for nearly 162 days. It is the usual practice of the Petitioner to furnish leave application only after availing of leave. Therefore, the 162 was treated by the authorties as unauthorised absence and instructed for initiating dsiciplinary action. The Petitioner again from 18-1-2000 to 15-2-2000 was on leave for 29 days thereby he exhausted 29 days privilege leave. Thus, his leave record shows that he has availed nine months and thirteen days sick leave which would mean that he had overdrawn sick leave by one month. The Petitioner has not produced medical records like investigation records, prescriptions for medicines or x-ray or any other evidence to support his claim that he has beem suffering from serious disease which prevented him from attending office. The Bipartite settlement dated 10-4-2002 is a codification or consolidation of the provisions of the awards as modified by settlements which govern disciplinary action procedure for workmen in the banks. The allegation of the Petitioner that his conduct is only minor misconduct is wrong and not tenable. Merely sending leave letters would not clothe the Petitioner with the right to get leave. No leave or extention of leave shall be deemed to have been granted unless and order to that effect is passed and communicated to the employee concerned. Further, the recommendation reportedly made by the Branch Manager for grant of extraordinary leave on loss of pay cannot be presumed to have been granted. Even the employee can avail maximum period of ELOP of 12 months during the period of service. Further, it is not the matter of right for an employee to avail such leave. Thus the Petitioner deliberately and wilfully abstained from attending the office. The Petitioner has categorically admitted the charges levelled against him at the enquiry proceedings and his request to stay at Madurai, in effect clearly shows his unwillingness to work in Respondent/ Bank in any other area. The case relating to some of the employees by the Petitioner is quite different and distinguishable. Furthermore, disciplinary action alleged to have been taken place against the said employees after the period of three years from the date of punishment imposed on the Petitioner. The Petitioner cannot contend that he was discriminated in the matter of punishment. Hence, for all these reasons, the Respondent prays to dismiss the claim with costs.

7. In these circumstances, the points for my consideration are —

(i) "Whether the punishment of discharge imposed on the Petitioner by the Respondent/ Management is legal and justified?"

(ii) "To what relief the Petitioner is entitled?"

Point No. 1 :

8. The case of the Petitioner in this dispute is that he was appointed as a clerk-cum-cashier-cum typist in the Respondent/Bank on 6-6-91 and was confirmed from 6-12-91. But from the beginning of 1994, his health condition was stated to be deteriorated due to acute peptic ulcer compounded by Hernia and Spondylitis because he had to commute from Nilakottai to Madurai and due to severe spondylitis, his ill health forced him to proceed on leave. During the year 2000 again, he was affected by spondylities and he sent several leave applications requesting leave from 20-6-2000 to 19-7-2000 with medical certificate. Again for the period from 20-7-2000 to 19-8-2000. he sent leave appication. Similarly he sent a telegram requesting leave for the period from 20-9-2000 to 19-10-2000. The Respondent/Management has received those applications and medical certificates and the same was entered into leave register maintained by the Branch Manager and the Branch Manager recommended these leave as Extraordinary leave on loss of pay. But all of a sudden, the Respondent/ Bank Branch at Nilakottai sent a letter dated 6-1-2001 alleging that the Petitioner was not attending duties from 20-6-2000 and leave application was not submitted since 20-9-2000 and no medical certificate was produced since 20-8-2000 and subsequently, a charge sheet dated 12-7-2001 was issued to him alleging that he was absented for duty from February, 2000 to 14-2-2001 and the Petitioner further alleged that charge framed against him are vague and without any merits and the enquiry proceedings taken

against him is also not bonafide and the punishment imposed on him is disproportionate to the misconduct alleged against him and on all these grounds, he attacks the order passed by the authorities and raised this dispute.

9. As against this, the Respondent contended that no employee is entitled to any leave as a matter of right. According to leave rules of the Respondent applicable to award staff, an employee is entitled to sick leave @ one month on half substantive pay for each year of service, subject to a maximum of 12 months during his entire service. But, in this case, from the records it is clear that the Petitioner has availed more than nine months and 13 days sick leave which would mean that he had overdrawn sick leave by one month (the Petitioner joined in the year 1991). Similarly, and employee may be granted EOL on loss of pay only when no ordinary leave is available. Further, such leave except in exceptional circumstances should not exceed three months on any occasion and 12 months for the entire period of service. Though the Petitioner joined the bank service in the year 1991, he never adhered to bank's leave rules in the year 1993-94. The Petitioner was absent for 313 days besides exhausting all other kinds of leave. Even while regularising the leave, the authorities concerned observed from the leave records of the Petitioner that " he is in the habit of availing leave frequently on flimsy medical grounds and submit leave applications along with medical certificates after availing of leave and he was granted leave without pay for the said period. During the period from 1-1-96 to 28-7-97 the Petitioner availed 162 days and he furnished leave application only after the leave. The above absence for 162 days was treated as unauthorised absence and disciplinary action was initiated against him. Again, from18-1-2000 to 15-2-2000 he was on leave for 29 days, thereby he exhausted 29 days privilege leave. Therefore, he has exhausted all the leave and he had no leave at his credit and even after several reminders sent by the Respondent/Management, he has not joined duty. Further, the Petitioner has not produced any medical records like investigation reports, prescription for medicine or x-ray or any other evidence to support his claim that he had been suffering from serious disease which prevented him from attending the office. Therefore, he is a chronic absentee and deliberately and wilfully absented from duties and he has stated his illness as a cause only to wriggle out the situation and he has not interested in working under the Respondent/Bank.

10. In order to substantiate his contention, the Petitioner examined himself as WW1 and marked 20 documents as Ex. W1 to W20. Learned counsel for the Petitioner contended that it is false to allege that the Petitioner has not given any medical certificate or leave letter and every time, he has sent his leave letter along with medical certificate and the Branch Manager also recommended his leave EOL an loss of pay, therefore, it is false to allege that he was absented from duty without any leave. Frequent non-attendance of the Petitioner was only due to his ill health and consequent medical treatment. Therefore, the charge framed against the Petitioner that he was unauthorisedly absent for the period from February, 2000 to 14-2-2001 is not a valid reason. Learned counsel for the Petitioner further contended that no doubt, the Respondent/Bank has initiated disciplinary proceedings but the entire proceedings initiated against him by the Respondent/Bank suffers from lot of procedural infirmities and a serious violation of principles of natural justice which govern the conduct of departmental proceedings. As already stated, the 1st para of the charge speaks about unauthorised absence without obtaining prior sanction, when the Petitioner was seriously affected due to ill health, it is humanly impossible for anyone to obtain prior permission when he was laid up with severe indisposition, but in the later part, it was alleged as absence without intimation. In the enquiry, the Respondent has not established the fact that the Petitioner has failed to give intimation with regard to his absence. Even the documents produced in enquiry brought out contradiction in framing charges. It is established by the Petitioner that he has submitted his leave application with medical certificates which were ignored by the Respondent/Bank and therefore, framing of charge itself is not valid. Further, the action was initiated in terms of para 521 of Sastri Award read with para 18.28 of Desai Award, but the bank employees namely award staff are governed by new settlement dated 10-4-2002 for any disciplinary action and this has been very clearly spelt out by the Respondent/Bank itself by means of a circular dated 1-8-2002, copy of which is marked as Ex. W12. Therefore, the proposed punishment and final orders issued by Disciplinary Authority which were based on irrelevant clause of obsolete award cannot be treated as a legal one and hence the same has to be set aside as null and void. Learned counsel for the Petitioner further contended that even assuming for argument sake that the enquiry held by the Respondent/Bank is valid, the punishment imposed on the Petitioner, is very heavy and it was totally disproportionate to the gravity of the charge alleged against the Petitioner. Had the bank sanctioned necessary leave for allowing him to take medical treatment and acceded to his request for transfer to the place where expert medical treatment is available, he would have definitely come out of his predicament and would have led a normal life rendering loyal service to the bank. But, on the other hand, his request for transfer to Madurai was refused and he was also not sanctioned leave for his medical treatment. Under such circimstances, the orders passed by the Respondent authorities suffers from infirmities, discrepancy and contradiction and it was also shockingly disproportionate and hence it is liable to be set aside.

11. But, as against this, learned counsel for the Respondent that no employee is entitled to any leave as a matter of right. In this case, the Petitioner has availed leave more than what he was entitled namely sick leave and EOL on loss of pay. Under such circumstances, no doubt, the Petitioner has applied for leave and the Branch Manager also recommended for EOL on loss of pay, but there was no leave at his credit and hence he was asked to join duty immediately and it was informed to the Petitioner by way of several reminders and even after that he has not joined duty. Further, the Respondent authorities sent registered notice to the Petitioner thereby informed him to join duty immediately. But, even after that the Petitioner has not joined duty and no explanation was given to the

Respondent authorities and no medical certificates with records were submitted by the Petitioner. Though he alleged that he has sent application with medical certificate, no leave was sanctioned on that applecation and he was informed that he has no leave at his credit and asked him to join duty immediately. Under such circumstances, the Petitioner cannot blame the authorities for not sanctioning leave to him. Therefore, the recommendation reportedly made by Branch Manager for grant of EOL on loss of pay cannot be presumed to have been granted. Merely sending leave letters would not clothe the Petitioner with the right to get leave and no leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the concerned employee. In this case, on each and every ocassion, the Petitioner was informed that he has no leave at his credit and to join duty immediately, but without giving any reply to the said intimation and without giving any explanation for not attending the office, he has kept quite. Therefore, the absence of the Petitioner was deliberate and he wilfully abstained from attending the office. It is only roose to allege that he has been affected by spondylities and other ailments. Learned counsel for the Respondent further contended that charge sheet was issued to the Petitioner, but he has not given any explanation that his absence was due to his ill health but when the disciplinary proceedings was initiated against him, he has categorically admitted that the charge framed against him. Thus, the Petitioner's categorical admission will clearly establish that his absence was deliberate and he has wilfully abstained from doing work. Further, he did not adduce any evidence or any other reason for his absence nor produced any medical certificate before the Enquiry Officer, on the other hand, on the side of the Respondent/Management as many as eight documents were produced and he has also not objected for marking of those documents. From these documents, it is clearly established that Respondent/Bank had been directing the Petitioner to report for duty, but the said letters/ telegrams did not evoke any response from the Petitioner. The departmental proceedings were conducted in a fair and proper manner and there is no violation of principles of natural justice. The Petitioner having participated in the departmental proceedings and made categorical admission of the charges levelled against him, cannot now make any grievance with regard to the enquiry or punishment imposed on him. Learned counsel for the Respondent further contended that though the Petitioner's advocate argued that the provisions contained in the charge sheet is an obsolete one and the punishment was imposed on the Petitioner on the wrong provision of departmental proceedings, the Petitioner has never objected to the proceedings taken against him as illegal. Further whatever provisions contained in Sastry Award and Desai Award with regard to conduct and disciplinary proceedings have been retain in Bipartite Settlement dated 10-4-2002. Further, Bipartite Settlement dated 10-4-2002 is a codification or consolidation of the provisions of the awards as modified by settlements which govern disciplinary action procedure for workmen in the bank and under such circumstances, it cannot be valid to contend that he has been imposed punishment on a wrong procedure. learned counsel for the Respondent further relied on the rulings reported in AIR 1968 SC 266 CENTRAL BANK OF INDIA Vs. KARUNAMOY BANERJEE wherein the Supreme Court while considering the departmental proceedings has stated that "*rules of natural justice will have to be observed, in the conduct of a domestic enquiry against a workman. If the allegations are denied by workman, the burden of proving the truth of those allegations will be on the management and the witness called by the management must be allowed to be cross examined by the workman and the latter must also be given an opportunity to examine himself and adduce any other evidence that he might choose in support of his plea. But if the workman admits his guilt to insist upon the management to let in evidence about the allegations will only be an empty formality. In such a case, it will be open to the management to examine the workman himself, even in the first instance, so as to enable him to offer any explanation for his conduct, or to place before the management any circumstances which will go to mitigate the gravity of offence.*" Again, the learned counsel for the Respondent relied on the rulings reported in AIR 1996 SC 484 B.C. CHATURVEDI Vs. UNION OF INDIA wherein the Supreme Court has held that "*the High Court or Tribunal while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the Disciplinary Authority or the Appellate Authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief.*" Relying on this decision, learned counsel for the Respondent contended that it cannot be held that the punishment of discharge imposed on the Petitioner who was deliberately and wilfully absented for duty will shock the conscience of the Tribunal. Then again, he relied on the rulings reported in 2005 II LLJ 507 BIKSHAPATI VIRAYYA Vs. UNION OF INDIA AND OTHERS, wherein the Andhra Pradesh High Court while considering the termination of service of an employee who was unauthorisedly absent for 172 days has held that "*absence of 172 days from duty on number of occasions without sanction is inconsistent with the conduct expected of a public servant, a railway employee in this case, the misonduct is of sufficient gravity to warrant removal from service.*" Relying on all these decisions, the learned counsel for the Respondent argued that in this case, the Petitioner was absented for duty more than 296 days without sanctions, which is inconsistent with the conduct expected from a bank employee. Under such circumstances, it cannot be said that the punishment imposed on him is shockingly disproportionate to the misconduct alleged against him and he further argued that the Petitioner has admitted the charge framed against him and he has not produced any document to show that he was affected by illness. Therefore, this Tribunal need not set aside the punishment awarded by the Disciplinary Authority.

12. I find much force in the contention of the learned counsel for the Respondent. Because, though in this case, the Petitioner alleged that he suffered from serious illness, he has not given any explanation for his long absence, when he was asked to give explanation. Further, he has not

produced any medical records to establish his claim before the Disciplinary Authority, on the other hand, he has admitted the charge framed against him namely unauthorised absence during the period from February, 2000 to 14-2-2001 and he has also not produced any document before Disciplinary Authority for his long absence. Under such circumstances, I am not inclined to accept the contention of the learned counsel for the Petitioner that the punishment imposed by the Respondent authorities are disproportonate to the misconduct alleged against him. As such, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

13. In view of my foregoing findings, I find the Petitioner is not entitled to any relief. No Costs.

14. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th July, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the Petitioner	:	WW1 Sri R. Balasubramanian
For the Respondent	:	None

Documents Marked :—

For the I Party/Petitioner :—

Ex. No.	Date	Description
W1	31-08-94	Xerox copy of the letter from Respondent to Petitioner.
W2	06-09-94	Xerox copy of the medical board certificate.
W3	May, 2000	Xerox copy of the PF statement of Respondent.
W4	June, 2000	Xerox copy of the PF statement of Respondent.
W5	20-06-00	Xerox copy of the leave application of Petitioner.
W6	20-06-00	Xerox copy of the medical certificate.
W7	20-08-00	Xerox copy of the leave application of Petitioner.
W8	20-09-00	Xerox copy of the telegram for leave sent by Petitioner.
W9	May-Dec.00	Xerox copy of the leave register of Respondent/Bank.
W10	06-01-01	Xerox copy of the letter from Respondent to Petitioner.
W11	10-04-02	Xerox copy of the settlement u/s 18(1).
W12	01-08-02	Xerox copy of the circular issued by Respondent.
W13	30-08-04	Xerox copy of the 2A petition.
W14	24-11-04	Xerox copy of the rejoinder.
W15	15-07-05	Xerox copy of the Charge Sheet issued to Ramasamy.
W16	04-08-05	Xerox copy of the explanation given by Ramasamy.
W17	30-08-05	Xerox copy of the order issued to Ramasamy.
W18	15-07-05	Xerox copy of the Charge Sheet issued to Manoharan.
W19	06-08-05	Xerox copy of the explanation given by Manoharan.
W20	04-10-05	Xerox copy of the order issued to Mr. Manoharan.

For the II Party/Management :-

Ex. No.	Date	Description
M1	12-07-01	Xerox copy of the Charge Sheet issued to Petitioner.
M2	31-12-01	Xerox copy of the reply given by Petitioner to Charge Sheet.
M3	06-02-02	Xerox copy of the letter of Disciplinary Authority appointing Enquiry Officer.
M4	13-05-02	Xerox copy of the enquiry proceedings.
M5	07-06-02	Xerox copy of the enquiry report.
M6	26-06-02	Xerox copy of the letter from Disciplinary Authority to Petitioner to furnish comments on the report.
M7	16-09-02	Xerox copy of the minutes of personal hearing.
M8	16-09-02	Xerox copy of the order of punishment given by Disciplinary Authority.
M9	18-11-02	Xerox copy of the order of Appellate Authority.
M10	19-11-02	Xerox copy of the communication of order of Appellate Authority.
M11	13-11-02	Xerox copy of the record of personal hearing before Appellate Authority.
M12	31-03-67	Xerox copy of the agreement containing leave rules.
M13	09-08-02	Xerox copy of the leave letter submitted by Petitioner.
M14	Nil	Xerox copy of the PF statements of the branch.
M15	14-02-95	Xerox copy of the Bipartite Settlement.

नई दिल्ली, 6 सितम्बर, 2007

का. आ. 2954.– औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नॉर्दन रेलवे,लखनऊ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 04/2006) को प्रकाशित करती है,जो केन्द्रीय सरकार को 06-09-2007 को प्राप्त हुआ था।

[सं. एल- 41012/56/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S. O. 2954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2006) of the Central Government Industrial Tribunal, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 06-09-2007.

[No. L-41012/56/2005-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

Srikant Shukla, Presiding Officer

I.D. No. 4/2006

[Reference order No.L-41012/56/2005-IR (B-I)

dated:-24-2-2006

BETWEEN

The Secretary,
Northern Railway
Employees Union,
283/63-Harchandpur
Gari Kanora
Premwati Nagar,
P.O. Manak Nagar,
Lucknow.

AND

The D.S.C. (C) Northern Railway
Office of the Divisional Railway
Manager, Hazrat Ganj,
Lucknow.

AWARD

The Central Government, Ministry of Labour, New Delhi, vide order No.L-41012/56/2005-IR (B-I) Dated 24-2-2006, in exercise of power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred the following dispute for adjudication to Presiding Officer Central Government Industrial Tribunal Cum Labour Court, Lucknow :

"क्या प्रबनधन उत्तर रेलवे, लखनऊ द्वारा श्री नानमुन-पुत्र श्री घडकन केयर टेकर के आकस्मिक श्रमिक के पद पर कार्य करते हुए दिनांक 15-12-1977 को 120 दिन पूरे कर लेने पर उसे उस तिथि से "सी.पी.सी. स्केल न देकर दिनांक 15-12-1979 से दिया जाना, व दिनांक 1-1-1986 से 22-6-1999 तक 12 घंटे कार्य करा कर (04 घंटे अधिक कार्य कराये जाने पर) उक्त अवधि का 04 घंटे का ओवर टाइम न देना उचित वैद्य है ? यदि नहीं तो कर्मकार किस राहत को पाने का अधिकारी है?"

Trade Union's case is that the worker Sri Nanmun was appointed as casual labour Under I.O.W. (Loco) N.R. Lucknow on 15-07-76. The worker continuously work for 120 days till 15-12-77, but he was given CPC scale on 15-12-79. It is further alleged that the worker was engaged w.e.f 1-1-86 as care taker till 22-6-99 & was required to work 12 hours a day, but he was neither given any rest nor over time for 4 hours in violation of Railway Rules and Industrial Disputes Act. Worker has accordingly requested for CPC scale w.e.f 15-12-77 with all consequential benefits and overtime.

Written statement has been filed on behalf of opposition party by Asst. Divisional Engineer. Denying the claim of the trade union it is submitted that the workers have giving OPC scale from 12-12-77. So far as the claim about the overtime is concerned, the opposite party has submitted that according to Railway Rules & sub rules a care taker is required to work 72 hours a week, but during the said period the care taker is required to work intermittently therefore the workers is not entitled is overtime. It is also submitted that the demand of overtime is belated and cannot be adjudicated due to delay in raising the demand, as no record is available with the opposite party.

Trade Union has filed the affidavit of the workman, but has failed to produce him for cross examination.

Opposite party has filed the affidavit of A.D.E.M (HQ) Shri K.M. Chawbey, but the representation of the Trade Union has not cross examined him, though the opportunity of cross examination was available.

Following documents have been filed on behalf of Trade Union:—

1. Application of Sri. Nanmun dated 27-6-87
2. Application of Sri. Nanmun dated 20-7-88
3. Application of Sri. Nanmun (not dated)

Opposite party has filed photo stat copies of following documents.

1. True copy of Service Record of Nanmun.
2. House of employment described in the Railway Establishment Coad. (extract).

Heard representative of Opposite Party. Trade Union's representative did not appear for agreement nor it filed any written arguments carefully perused the evidence on record.

If the worker has not received the C.P.C pay scale w.e.f. 12-12-1977 he could have appeared for cross examination on his affidavit. Sri. K.M. Chawbey A.D.E.N

(HQ) at Charbagh, Northern Railway Lucknow has stated in affidavit that the opposite Party granted the CPC scale on 15-12-77 instead of 15-12-77. The representative of the opposite party has argued that infact Sri. Nanmun was granted CPC scale on 12-12-77 itself. On perusalof Service Record (copy) filed by the Opposite Party it is evident that an completion of 120 days continuous service of 120 days the worker has been given CPC scale w.e.f 15-12-1977.

Entry in Service Record to another as it bear the signature of कार्य निरीक्षक लोकोशाप, उ.रे. लखनऊ entries in service record also shows the dates, months and year when from time to time pay was raised. It also shows that of his the IV Pay Commission Report the worker's basic pay was fixed at Rs. 846 w.e.f 1-1-86.

It is therefore incorrect say that the workers has granted CPC scale on 15-12-79, it is due to this reason that the Trade Union did not produce the worker for his cross examination on his affidavit.

Therefore conclude that worker was granted CPC scale on completion of 120 days continuous service as Casual Labour, on 15-12-1977 worker has not appeared to challenge that he was not paid accordingly.

Now the next question is about the workers entitlement for 4 hours overtime w.e.f 1-1-86. Trade Union has admitted in statement of claim that Shri. Nanmun (Nanmoon) was a care taker.

Shri. K.M. Chawbey ADEN (HQ) N.R. Lucknow has stated in Para 3 of the affidavit as follows :

"Para 3. That as per Railway Rules the hours of employment scheduled for essential intermittent staff who are mentioned in the R.B. No L/73/HER/MA/9 pt. of 11-2-1974 and covered in the category of essential of intermittent services. The worker is one of the same category posted as care taker who absolute come in this category and the working hours of duty declared 72 hours in a week so that 12 hours duty of the workers is necessary to perform the duty. The worker is not entitled to overtime allowance as per Railway Rules. The claim of worker for overtime w.e.f. 1-1-86 to 22-6-99 is absolutely wrong baseless and without any substantial support of Rules. The horss of employment as described in the Railway Establishment code is announced here with as Annexure No 2."

Shri. K.M. Chowbey ADEN (HQ) has further stated in Para 4 as under:

"Para 4. The Railway Administration on the basis of prescribed Rules made the roster system for working of the employee of the Railway and the workers also covered under roster system of 12 hours duty with intermittent gap of the period of in action during the duty hours."

Rules/Regulation produced by the opposite party regarding hours of employment are as follows:-

"Hours of Employment" means the time during which an employee is at the disposal of the employer. It includes effective or continuous work and the periods of in action when the worker must be present on duty, although not exercising physical activities always. It does not, of course, include recognized intervals.

Classification

(1) Intensive

(2) Essentially intermittent

(3) Excluded staff

(4) Continuous

In the present case, the second category "Essentially Intermittent", is attracted. Regulation lays down as under:-

"(2) Essential Intermittent—The staff whose daily hours duty include periods of in action aggregating 6 hours or more concluding one such periods of not pass than one hour, two such periods of not less than half an hour during which although they are required to be on duty but not called upon to display either physical activity or sustained attention, are declared as essentially intermittent staff, such a waiting room beares, sweepers, chestiest. The limitation of hours of work for such workers is 75 hours a week.

Fixed hours of duty-72 hours

They must have a minimum of 24 consecutive hours of rest in a week including full night.

Waiting room bearers, sweepers, chestiest etc who are declared as such, "C" class gateman, caretakers of rest houses & reservoirs, saloon attendants and banglow peons, are covered under this category of [R.B.No-/73 HER/MA/P PT of 11-2-74]

It is infect true that the care taker of the rest house etc have no full time work. The work of care taker is intermittent. He is required to work only when the guest arrives at the rest house & at the rest of time they remain idle, but at the same time their presence is a must. It is not the care of the Trade Union that he deprived of the weekly rest. Trade Union has alleged that he is nor given double rest. In the Trade Union's own document (paper No. 4/4) it is admitted that worker avails rest on Sundays.

Requirement of rules permits 24 hours rest in a week to care taker, including full night. This is absolutely no provision of double rest.

Sri. K.M. Chowbey has also stated in the affidavit in para 5 that the workman never for referred representation or application of overtime claim to the Railway Administration, worker or the Trade Union has not come forword to form that the representation for the overtime was ever sent to Railway Administration.

The document feed by the trade union can not be read in favour of the trade union/worker. The affidavit of the worker Governing less as he has not came forward for cross examination.

On the above discussion,' came to the conclusion that worker was granted CPC scale on competition of 120 days continuous service w.e.f. 15-12-77 & not from 15-12-79 & the worker has no claim for overtime. Issue answered accordingly against one trade union in favour of the opposite party. Worker is not entitled to any relief.

Date:-28-8-2007 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2007

का. आ. 2955.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और केउनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अर्नाकुलम के पंचाट (संदर्भ संख्या 189/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-2007 को प्राप्त हुआ था।

[सं. एल- 12012/154/2002-आई आर (बी -II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S. O. 2955.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.189/2006) of the Central Government Industrial. Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, received by the Central Government on 05-09-2007.

[No. L- 12012/154/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Tuesday the 21st day of August, 2007/30th Sravana, 1929)

I.D. 189/2006

(I.D. 23/2002 of Labour Court, Ernakulam)

Workman	P.M. Abu 6/1591, Kottukulam Road Kochi-2. Adv.Sri Manoj R. Nair
Management	The Regional Manager Central Bank of India Regional Office Kuchi-682 016. Adv. Shri V.V. Sidharthan

AWARD

This is a reference made by Central Govenment under Section 10(1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"whether the action of the management of Central Bank of India in terminating the serivce of Shri P.M. Abu by treating his absence from duty as voluntary cessation from service is justified, correct and lawful? If not, what relief is the disputant entitled to ?"

2. The facts of the case in a nutshell are as follows:- The workman, Shri P.M. Abu was a clerk in Central Bank of India, Ernakulam Branch. According to him, in 1994 he developed psychiatric disorder and hence was unable to attend duty. He was served with a notice of termination of service in his local address. However the management was bound to issue a notice before initiating an action as per Clause 17(a) of Bipartite Settlement. No such notice was given to the workman in his last known address. The workman therefore was not aware of any disciplinary action initiated by the management. The workman had applied for leave and had submitted medical certificate during the absence. But the management drew their own conclusion that the workman had no intention to join duty and thus terminated him from service. The termination is illegal. The workman is entitled to be reinstated.

3. According to the management the workman was unauthorisedly absent from 17-12-1994 for a continuous period of 90 days. The absence was without obtaining prior permission or sanction or with intimation. On previous occasions also he had remained absent in the same manner and he was warned and punished on several occasions. He was liable to be proceeded under Chapter XVI of the Bipartite Settlement. Hence notice was issued to him on 4-8-1995 and 10-8-1995 in his last known address asking him to report for duty within 30 days of the notice. There was no response from the workman. Hence a termination notice was issued to him on 9-1-1996. No Leave application or Medical Certificate was submitted by him for his absence. There were several complaints from the public against the workman for having borrowed money and not repaid the same. There was attachment order from court attaching his salary towards dues to cooperative society. He had not informed the change of address to the management. However, notices were sent in the permanent address as well as local address. They returned with an endorsement that there was no such addressee. The workman had deliberately evaded the notice. The plea of the workman that he was suffering from psychiatric disorder is not correct and is vehemently denied. Since proper notice was issued to the workman and waited for response and it is after the expiry of the period of notice that a letter of termination was issued to him, the action of the management is in order and in accordance with the Bipartite Settlement. The workman is not entitled for any relief.

4. In the light of the above contentions the only point that arises for consideration is:

"Is the termination illegal?"

The evidence consists of the oral testimony of WW1 & 2 and documentary evidence of Exts. W1 to 12 on the side of workman and MW1 and Exts. M1 to M17 on the side of management.

5. The Point :

It is an admitted fact that the workman, Shri P.M. Abu remained absent from 17-12-1994 onwards continuously. The reason for absence according to the workman is MDP Depression. A medical certificate is produced by the workman to prove the illness (Ext.W1) It was issued on 7-6-1999. The doctor was also examined as WW2. The doctor stated that he had treated the workman

from October, 1994 to 1999. Ext. W1 certificate was issued on 7-6-1999 as requested by the patient. The doctor says that he had advised rest initially for a period of about 3 to 6 months. According to him the illness was under remission and he was fit to work after the initial period of rest. He further stated that it is not correct to say that the patient was not fit for work during the period 1994 to 1999 because in the beginning itself he had made improvements. For the period of absence neither a leave application nor a medical certificate was submitted. Ext. W1 certificate was issued in 1999 after he was removed from service. The absence was thus unauthorized. As per Clause 17(a) of 5th Bipartite Settlement dated 10-4-1989 when an employee absents himself from work for a period of 90 or more consecutive days without submitting leave application or when the management is reasonably satisfied that he has no intention of joining duty, a notice may be issued at his last known address calling upon him to report for duty within 30 days. If there is no response from the employee the management will be free to presume that the employee has voluntarily retired from bank's service on expiry of the period of notice. Clause 17 (a) reads:—

"17. **Voluntary Cessation of Employment by the Employees**

The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:-

a) When an employee absent himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating interalia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or given an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

6. The grievance of the workman is that no notice as per Clause 17(a) was served on him. Ext. M17 is the services record of the workman. The permanent as well as local address given by the workman is:—

'P. M. Aboo, House No. 11/422, Kalvathy, Cochin-1.'

No change of address is seen given to the bank. Ext.M6 is copy of notice dated 4-8-1995 sent to the workman asking him to report for duty within 30 days. This notice is seen sent to Kalvathy address. However no postal receipt is produced to show that it was sent or cover is produced to show that it was served or returned. The 2nd notice was sent after six days on 10-8-1995. Ext.M7 is copy of the notice. This was sent to Kalvathy address as well as another address, i.e. Kottukulam, Cochin-2. According to the workman, the latter is the last address furnished to the bank. It is his wife's house. Ext.M2 is the cover in which notice dated 10-8-1995 was sent to Kottukulam address. However it returned to the sender without service with an endorsement that the 'addressee was absent'. A copy of the same notice was sent to Kalvathy address also. That to returned with an endorsement that there was 'no such addressee'. Ext.M8 is the returned cover. Thus the grievance of the workman, that notice was not sent to Kottukulam address, has no place in view of Ext.M2 cover. It is after the period of notice that the termination letter was sent on 9-1-1996. Ext.M9 is copy of the termination letter 9-1-1996. This was also sent to both addresses, Kottukulam and Kalvathy. Ext. M3 and M4 are the postal covers of the notice respectively. They also returned with the endorsement "unclaimed" and "no such addressee" respectively. Thus, proper notice under Clause 17(a) Bipartite Settlement was sent to the employee. His grievance that it was not sent to the last known address is without any basis. Moreover the service record of the employee (Ext.M17) does not show that he had intimated the change of address (Kottukulam address).

7. It was then argued by the learned counsel for the workman that it is not enough to serves a notice under Clause 17(a) of Bipartite Settlement and wait for the expiry of the period of notice to terminate the employee, but the management should be satisfied that the employee has either taken up another employment or he has no intention to join duty. According to the learned counsel there was no material before the management to draw a presumption that the employee had no intention to join duty. It is to be noted that the workman was subjected to disciplinary action for similar absence in the past and he was punished more than once. It is stated in the written statement as well as deposed by MW1 that the workman had availed leave on loss of pay to the extent of 822 days on pervious occasion. After 17-12-1994 he neither applied for leave nor informed the bank as to why he was not reporting for duty. He was not heard of until he was terminated from service on 9-1-1996. Looking into the past conduct of the workman and in the absence of any response or explanation to the notice under Clause 17(a), the bank could have drawn no other conclusion than that the

workman had no intention to join duty. The bank was not convinced of the alleged illness of the workman. As already mentioned, even the doctor (WW2) who had treated the workman and issued Ext. W1 Medical Certificate has not stated that he was unfit to work after six months of treatment under him. The treatment started in October, 1994. The notice was issued by the bank only in August, 1995. By that time, even according to WW2 doctor, his illness had subsided and he was fit to work. That being the state of affairs the bank was justified in drawing a conclusion that the employee had no intention to join duty. Ext. M9 termination order shows that he was allowed to collect his dues as per Rules and also prefer a claim for terminal benefits. The management thus proceeded in accordance with Clause 17 (a) of the Bipartite Settlement which permits the management to terminate his service. Therefore I find that the termination is legal. Whatever terminal benefits that the employee was entitled to get, was offered by the bank.

8. In the result, an award is passed finding that the action of the management of Central Bank of India in terminating the service of Shri P.M. Abu by treating his absence from duty as voluntary cessation from service is legal and justified and he is not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 21st. day of August, 2007.

P.L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman :

WW1 -Shri P.M. Aboo - 21.11.2006.

WW2 -Dr. D. Bharathan - 16.3.2007.

Witness for the Management :

MWI -Shri Valsakumar K.K.-26.6.2007.

Exhibits for the Workman :

WI	Photostat copy of Medical Certificate dated 7.6.1999.
W2	Photostat copy of Notice of Voluntary Cessation of Employment issued by the management to the workman on 10.8.1995.
W3	Photostat copy of Notice of Voluntary Cessation of Employment issued by the management to the workman on 9.1.1996.
W4	Copy of letter dated 14.7.1999 sent by workman to Regional Manager of Management Bank.
W4(a)	Copy of letter dated 14.7.1999 sent by workman to Sr. Manager of management Bank.
W4(b)	Copy of letter dated 28.7.1999 sent by workman to Zonal Manager of management Bank.
W5	Letter dated 6.8.1999 issued by the management to workman.
W6	Copy of letter dated 14.8.1999 sent by workman to Sr. Manager of management Bank.
W7	Photostat copy of Medical Certificate and forwarding letter dated 18.1.2000 issued by DMO(H), Ernakulam to Sr. Manager of management Bank.
W8	Copy of letter dated 20.7.2000 sent by workman to AGM of management Bank.
W9	Copy of letter dated 17.10.2006 sent by workman to Regional Manager of Management Bank.
WI0	Photostat copy of letter issued by Regional Manager of Management Bank to workman.
W11	Photostat copy of written statement dated 18.2.2002 filed by Management Bank before ALC(C).
W12	Copy of failure of conciliation report dated 27.8.2002 submitted by ALC(C) to the Secretary, M/o Labour, Government of India.

Exhibits for the Management :

MI to M4	Returned Postal Covers with A/D card.
M5	Letter dated 5.6.1998 sent by workman to the Chief Manager of management Bank.
M6	Copy of Memo dated 4.8.1995 issued to workman.
M7	Photostat copy of Notice of Voluntary Cessation of Employment dated 10.8.1995 issued to workman.
M8	Returned Postal Cover with A/D card of Ext. M7 Notice.
M9	Photostat copy of Notice of Voluntary Cessation of Employment dated 9.1.1996 issued to workman.
M10	Letter dated 14.7.1999 sent by the workman to Sr. Manager of the management bank.
M11	Letter dated 6.8.1999 issued to workman by Sr. Manager of management bank.
M12	Letter dated 13.11.1999 issued by Secretary, Bank Employees' Coop. Society Ltd. No.W237 to Manager of Management Bank, M.G. Road Branch.
M13	Letter dated 30.10.1998 sent by Smt. Ramla Aboo to Manager of the management bank.
M14	Letter dated 17.11.2000 sent by workman to Regional Manager of the management bank.
M15	Copy of letter dated 21.11.2000 issued by Regional Manager of the management bank to workman.
M16	Extract of Bipartite Settlement reg. Voluntary Cessation of Employment by employees.
M17	Copy of Service Record, Leave and other particulars of workman.

नई दिल्ली, 6 सितम्बर, 2007

का. आ. 2956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलोर के पंचाट (संदर्भ संख्या 57/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2007 को प्राप्त हुआ था।

[सं. एल-12011/250/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S. O. 2956.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (No. Ref. 57/2002) of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen, received by the Central Government on 5-9-2007.

[No. L-12011/250/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 28th August 2007

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 57/2002

I PARTY

The General Secretary,
Vijaya Bank Workers Organisation,
37/1, 1st. Floor, Car Street, Ulsoor,
BANGALORE-560008

II PARTY

The Deputy General Manager,
Vijaya Bank,
Head Office, 41/2, M.G. Road,
BANGALORE-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12011/250/2002-IR(B-II) dated 11th October 2002 for adjudication on the following schedule :—

SCHEDULE

"Whether the management of Vijaya Bank is justified by removing Shri K. T. Kariappa, Peon, from the services of the bank w.e.f. 23-6-2001 ? If not, what relief the workman is entitled to and from which date."

2. A charge sheet dated 16.08.2000 marked before this tribunal at Ex. M1 came to be issued to the first party workman in the following terms:—

Charge sheet:

"Whereas there are *prima facie* grounds to believe that you have committed acts of misconduct, the particulars of which are furnished as under :—

You were working as Peon at Bank's Bittangala branch from 20-11-1991 to 20-04-2000 and there afterwards at Bank's Virajpet branch from 24-04-2000 till the date of your suspension from the service of the Bank *vide* order dated 14-06-2000. It is reported that on 11-01-2000, two customers of Bank/s Bittangala branch viz. Shri T. P. Rama Kutty and Shri T. R. Vijaya hand handed over Rs.300 each to the JND Collector of the branch Shri T. A. Narayanan for deposit of the same in the Secured Loan accounts bearing No. 24/97 and 25/97 respectively, standing in their name. The JND Collector of the branch Shri Narayanan in turn had handed over the cash of Rs.600 to you with a request to credit Rs. 300 each to Secured loan accounts No. 24/07 and 25/97 standing in the names of the aforesaid borrowers. However, instead of depositing the cash of Rs.600 with the cashier of the branch, you prepared 2 counterfoils for Rs. 300 each on 11-01-2000 and handed over the counterfoils to the JND Collector Shri Narayanan, by duly putting the date seal of the branch and your initial on it. Further, it is observed that you have unauthorisedly made false ledger entries of Rs. 300 each in respect of the secured loan accounts No. SL 24/97 & 25/97 without cash remittance slip. It is also observed that these transactions were not recorded in any other relevant records of the branch such as cashier's scroll, officer's scroll, daybook etc. An investigation conducted into the matter revealed that in order to conceal the fraudulent acts committed, you had altered the ledger balance of the loan account bearing No. 31/97 from Rs. 6,045 to Rs. 6,645. Hence, balancing of Secured Loan accounts for the months of January and Feburary,2000 were tallied. It is observed from the records available at the branch that the counterfoils issued to the borrowers were prepared by you only and the relative credit entries in Secured Loan accounts No. 24/97 and 25/97 and also the alterations in the ledger balance of Secured Loan Account No. 31/97 were made by you only. Hence, it is evident that you have, misappropriated the amount of Rs. 600 handed over to you by the JND Collector of the branch Shri T. A. Narayanan, which he had collected from the customers of the branch. The aforesaid fraudulent acts on your part constitute gross misconduct under the, provisions of the Bipartite Settlement."

The bank therefore, charges you as under:

"Your action of misappropriating a total sum of Rs.600 handed over to you by the JND Collector of the branch Shri T. A. Narayanan towards credit to the Secured Loan Accounts of two customers of Bittangala branch amounts to acts prejudicial to the interest of the bank, which constitutes gross misconduct under sub clause(j) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966"

You are, therefore, required to submit your written statement of defence setting forth your defence, if, any, in triplicate to the undersigned within 7 days of receipt of this charge sheet and show cause as to why disciplinary action should not be taken against you, failing which, it will be deemed that you have no statement of defence to submit and the matter will be proceeded with accordingly."

3. The explanation offered by the first party since was not found favour with the Disciplinary Authority, a Domestic Enquiry was ordered against him and on the basis of the enquiry findings holding him guilty of the charges of misconduct leveled in the charge sheet, the, disciplinary authority acted upon those findings and ultimately removed the first party from service by the impugned punishment order dated 23-06-2001. .

4. The first party by way of his Claim Statement challenged the impugned punishment order as unjust and illegal, findings of the enquiry officer as suffering from perversity and the proceedings of the enquiry conducted against him as opposed to the principles of natural justice. He challenged the enquiry findings at Para 12 of the claim statement on the ground that the enquiry officer did not consider the material points and that the charges were not proved against him.

5. The management by its counter statement however, justified the impugned punishment order passed against him on the ground that charges of misconduct levelled against the first party have been proved during the course of enquiry by sufficient and legal evidence supported by cogent and valid reasonings given by the enquiry officer. The management contended that the enquiry was conducted in accordance with the principles of natural justice giving fair and reasonable opportunity to the first party to defend himself and that the first party infact after having taken the assistance of DR, participated in the enquiry proceedings and cross examined almost all the four management witnesses through the assistance of his DR. He produced no oral or documentary evidence in support of his defence. Therefore, the management requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 05.04.2004 framed the following Preliminary issue:

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked the documents at EX.M1 to M17 including the enquiry proceedings and the enquiry report. The first party by way of rebuttal examined himself and after having heard the learned counsels for the parties this tribunal by order dated 7-8-2006 recorded a finding to the effect that the DE held against the first party by the second party is fair and proper. Thereupon, I have heard the learned counsels for the respective parties on merits of the case and posted the matter this day for award.

8. Learned counsel for the first party vehemently argued that the enquiry findings suffered from perversity for the reason that the two important documents namely, the counterfoils said to have been issued by the first party in favour of the customer concerned each for Rss.300/- were not the ,original documents but the Xerox copies of those documents produced during the course of enquiry and therefore, the enquiry officer could not have relied upon those documents particularly, when the first party has taken a contention that they do not bear his initials or were not issued under his hand writing. Moreover, those documents were not sent for expert's opinion to ascertain the fact that they were under the handwriting and signatures of the first party. He also contended that as per the very statement of MW4, initials found on EX.M4 &M5 were not accurately tallied or found to be matching with the admitted initials of the first party. Therefore, learned counsel submitted that neither the fact that the first party issued those counterfoils nor the fact that he made any fictitious entry or altered any such entry in the ledger book has been proved by the management and in the result, findings of the enquiry officer holding him guilty of the charges are not established. On the point of the quantum of the punishment. learned counsel submitted that even if, the charge of misconduct is taken proved against the first party, the punishment of removal from service imposed upon him was very extreme and disproportionate for the reason that the first party admittedly was working as a Peon and was not supposed either to receive the amounts from the customers much less from the Pigmy Agent from whom he said to have received the amount or was supposed to indulge in the records of the bank making the entries therein or passing any such counterfoils in favour of the customers. Therefore, the management considering the fact that the first party was just working as a Peon should not have held guilty of the charges of misconduct levelled against him and then should not have removed him from service.

9. Whereas, learned counsel for the management argued that the charges of misconduct levelled against the first party have been proved by sufficient and legal evidence in as much as the customer who paid the amount of Rs. 600/- into the hands of the Pigmy agent and the Pigmy Agent who in turn paid the amount into the hands of the first party were examined and the documents namely, the two counterfoils issued by the first party in favour of the customers were also produced during the course of enquiry in order to substantiate the fact that they were the counter foils under the handwriting of the first party though the initials put on those counterfoils might not have been tallied with the original initials of the first party as first party might have put those initials on EX.M4 &M5 in the manner not to tally with the originals. On the point

of quantum of punishment learned counsel submitted that this being the case of misappropriation of the amount belonging to the customer as well as to the bank, the first party deserved no punishment lesser than the punishment of removal from service.

10. On going though the records, more particularly, in the findings of the enquiry officer and the evidence brought on record during the course of the enquiry, I find substance in the arguments advanced for the management to the extent that the charges of misconduct levelled against the first party by way of charge sheet on hand have been proved by sufficient and legal evidence. The management during the course of enquiry examined 4 witnesses as MW1 to MW4 and got marked in all 11 documents at EX.M1 to M11. MW1 is the then Manager of the branch in question deposed to the effect that one Mr. T.P. Ramana Kutty was the customer of the bank and he as well as his son had taken two secured loan of (Rs.12,500/- each for the purpose of running of the business and they are regularly remitting the installments through JND Collector till January 2000 i.e. till the date the branch officials collected the two counterfoils from him for the purpose of verification. MW2 was examined to speak to the fact that EX.MEX-6 was his written statement to the Investigation Officer made in the presence of the manager and he was aware of the charge sheeted employee's handwriting as he was making entries in the pass books and he confirmed that EX.M4 &5 were written by the first party workman. One Mr.T.A Narayanan who was undisputedly working as a JND Collector of the branch in question was examined on the point that he was collecting monthly installments of Rs. 300/- each towards SL 24/97 and 25/97 from the said Shri T.P. Ramana Kutty and his son who were contributing to their JND accounts as well daily and that on 11-01-2000 he collected RS.600/-from the said two borrowers for credit to their. SL Accounts. He stated that he had handed over the above said amount to the first party requesting him to credit Rs.300/- each to the aforesaid S. L. Accounts but he instead of remitting the amount to the cashier prepared the two counterfoils of Rs.300/- each by putting the date seal of the bank and initials on them and then handed over those counterfoils to him on 12.01.2000 misappropriating the above said cash amount given to him for the purpose of crediting to the bank. MW4 is no other than the said customer who happened to have handed over the above said amount of Rs .600/- in to the hands of the said JND Collector requesting him to credit the said amount to the bank. Therefore, from the aforesaid evidence of MW1 to MW4 and the documents produced during the course of enquiry, the fact that the first party having received the said amount of Rs.600/- from the said Pigmy Collector did not remit the said amount into the aforesaid secured loan accounts of the customers and instead of doing so he himself passed the counterfoils in favour of the customers as if the amount. in question was credited to their accounts with the bank gets proved very much. The fact that this amount of Rs.600/- was not accounted with the bank and was not found mentioned in any of the account book of the bank to speak to the remittance of the said amount has never been disputed by the first party during the course of enquiry or by way of his claim statement before this tribunal. Infact, if his explanation to the charge sheet is looked into, he has not denied the allegations made therein to the effect that he passed those counterfoils in favour of the aforesaid customers to show that the amount was remitted with the bank but infact, the amount was not credited to the loan accounts of those customers. The most important witness examined on behalf of the management was the JND Collector himself who in no uncertain terms as noted above, deposed before the enquiry officer that he had collected the aforesaid amount of RS.600/- from the customers to remit the same into the accounts of the said customers and he had handed over the said amount to the first party in turn to be remitted with the bank. This fact again has not been disputed by the first party during the course of cross examination of the said witness. The arguments advanced for the first party that EX.M4 &5 (MEX.4&5) in the enquiry should have been sent to the expert's opinion and that the management should have produced the original documents does not deserve much consideration for the simple reason that those original counterfoils as could be read from the enquiry proceedings were got tallied with the Xerox copies of those documents given by the first party and his defence representative during the course of enquiry. There was no need for the enquiry officer to send those documents for expert's opinion as the management witness MW2 in very clear words had identified the handwriting of the first party with other records of the branch. As far as initials found on the aforesaid two documents are concerned, there appears force in the contention of the management that the first party did not put his original initials on those documents apprehending that he may be caught in future for issuing such forged counterfoils having received the amount in question and not remitting the same with the bank. The reasoning given by the enquiry officer in this context found on page 9 of the enquiry report to appreciate the fact of proof of the charges of misconduct levelled against the first party are as under:

> "MW1 while identifying MEx.4&5 revealed that he had handed over Rs.600/- to Shri TA Narayanan, the JND Collector of the branch to be credited RS.300/-each to his and his son's SL Accounts as usually done by him on earlier occasions also. MW2 also revealed that he had handed over the said amount to Charge Sheeted employee to remit the same to the cited loan accounts and the charge sheeted employee gave the receipts to him. MW2 further clarified during deposition that the two counter foils (receipts) were written by the charge sheeted employee as he could identify his handwriting as compared to the entries he(charge sheeted employee) made in pass books. Further, he has also revealed during enquiry that the SL accounts were tallied for January and February, 2000 as the balance in SL 31/97 was altered from Rs.6045 to

Rs. 6654 and further deposed that though he was not able to say precisely as to who had altered the balance in SL 31/97, it has nullified that effect of crediting Rs.300/- each to SL 24/97 and 25/97 without any actual credit slips. Even though MW4 has not directly revealed that the alteration in balance made in SL 31/97 by the charge sheeted employee, the circumstantial evidence leads to believe that the same was done by the charge sheeted employee to surface the fraudulent act (as evidenced above) done by him in SL 24/97 and 25/97 as no other motive behind the act was evidenced.

The contentions of the defence that the branch manager had ulterior motive to indict the charge sheeted employee has not been evidenced any time during the enquiry. Further, the evidence given by the branch official MW4 who is familiar with the handwriting of the charge sheeted employee is a valid evidence as he is competent enough to identify the handwriting of the charge sheeted employee and as such no handwriting expert's opinion is necessary in the instant case. The fact that Rs.600/- was handed over to the charge sheeted employee was admitted by MW2 during the course of enquiry and as such the contention of the defence that there was no eye witness is not tenable.

Keeping in view the above discussions, I hold the issue as Proved.

On analyzing every aspects of the matter and giving a thoughtful consideration to the oral as well as documentary evidences adduced before the enquiry and as discussed hereinbefore, I hold the charge framed against Shri KT Kariappa, Code No. 18978, Peon, Virajpet Branch *vide* charge sheet No. PER/IRD/CS/VIG/27/2000 dated 16-08-2000 as proved."

11. Therefore, in the light of the above, by no stretch of imagination it can be said that the findings of the enquiry officer suffered from any perversity. Those findings as noted above, have been supported by sufficient and legal evidence in turn with the valid and cogent reasonings of the enquiry officer in coming to the conclusion that the first party committed the misconduct as levelled in the charge sheet. In the result, it is to be held that charges of misconduct stand proved against the first party.

12. Now, coming to the quantum of the punishment. There appears substance in the arguments advanced for the first party that keeping in view the nature of the misconduct, the facts and circumstances giving rise to the misconduct being committed by the first party and the fact that the first party was just working as an ordinary Peon at the relevant point of time, extreme punishment of removing him from service appears to be shockingly disproportionate. That transaction of the first party receiving the amount from the hands of the Pigmy Collector who in turn received from the customers of the bank, in my opinion appears to be a transaction not conducted by the first party in the capacity of either a cash clerk or a clerk/official dealing with the accounts and cash of the bank. First of all, in the first instance, the customers were not supposed to hand over the amount they were supposed to pay by way of instalment towards any loan they obtained from the bank into the hands of a Pigmy Collector. If at all, the Pigmy Collector even if was receiving the amount from the customers with a promise to credit the same with the bank, it was not proper for him to hand over any such amount into the hands of a Peon. He must have discharged his responsibility and obligation towards the customers by crediting the amount, with the concerned cash clerk of the bank. The manner in which the customers handed over the amount to the Pigmy Collector and the manner in which the Pigmy Collector in turn gave the amount to the first party in fact had given a room and scope to the first party rather tempted him to indulge in such a malpractice. Neither the Pigmy Collector was supposed to hand over the amount to the first party nor the first party supposed to have issued any counterfoil in favour of the customer. The management having allowed the first party to meddle with cash transactions of the bank also to be blamed to a great extent giving rise to the present charge sheet against the first party. Therefore, having regard to the fact that the first party was just working as a Peon, the nature of the misconduct committed by him and the fact that he did not commit the misconduct in question as a Cash Clerk or as an official dealing with the cash either to receive the amount from the customer or to disburse the amount to the customers and taking into account the fact that the first party committed the misconduct in question for the first time and so also not loosing sight of the fact of the meagre amount involved, it appears to me that punishment of removal from service imposed upon the first party was shockingly disproportionate and therefore, it deserves to be modified by this tribunal exercising the discretionary powers conferred on it under Section 11 A of the I.D. Act under the facts and circumstances of the case. Therefore, the court feels it fit in the interest of justice to punish the first party by withholding his four annual increments from the date of his reinstatement denying him back wages and continuity of service from the date of impugned punishment order till the date of his reinstatement. Hence the following award:

AWARD

The management is directed to reinstate the first party into its services without back wages from the date of impugned punishment order till the date of his reinstatement. He shall not be entitled the benefit of continuity of service for the aforesaid period. The management shall withhold his four annual increments to be accrued to him with cumulative effect from the date of reinstatement and onwards. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 28th August, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2007

का.आ. 2957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, गोदावरीखानी के पंचाट (संदर्भ संख्या 49/2005) को प्रकाशित करती है,जो केन्द्रीय सरकार को 05-09-2007 को प्राप्त हुआ था ।

[सं. एल-12025/1/2007-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 6th September, 2007

S.O. 2957.—In pursuance of Sectiion 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.49/2005) of the Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Andhra Bank, and their workman, which was received by the Central Government on 5-9-2007.

[No. L-12025/1/2007-IR(B-II)]

RAJINDER KUMAR, Desk officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

PRESENT

Sri M. Shanmugam, B. Com., B.L., Chairman-Cum- Presiding Officer.

Friday, the 23rd day of February, 2007

Industrial Dispute No. 49 of 2005

BETWEEN

G. Rajeshwar, S/o. Ramulu,
Occ. Attender, R/o. Battupally,
Mdl. Khagaznagar, Distt. Adilabad. .....Petitioner

AND

1. Branch Manager,
Andhra Bank, M. G. Road,
Kaghaznagar, Distt. Adilabad.
2. The Chairman/Managing Director,
Andhra Bank Head Office,
Andhra Bank Buildings,
Saifabad, Hyderabad. .....Respondents.

This Industrial Dispute Petition coming on before me for final hearing on 22-2-2007, upon perusing all the documents on record and upon hearing arguments of Sri K. Sudhakar Reddy, Advocate for the respondents. For the petitioner, Sri S. Bhagavanta Rao, Advocate filed Vakalat. Petitioner and his counsel were called absent, set-ex parte. As per Rule 24 of A. P., I. D., Rules, if without sufficient cause, the petitioner fails to attend or to be represented before this court, it should be considered as if the party had duly attended or had represented, and having stood over for consideration.

AWARD

1. This is a petition filed u/sec. 2-A (2) of I.D. Act, 1947 praying to direct the respondent to reinstate the petitioner into service with continuity and other attendent benefits including full back-wages order or orders as the court deems fit and proper in the interest of justice.

2. The petition affidavit allegations briefly are as follows :

That, the petitioner/applicant is appointed as an casual attendar in Respondent bank in first respondent on 2-1-1994, by the then bank manager called Srinivasa Murthy orally on a pay of Rs. 50 per day. The appointment of petioner is completely oral.

3. That, the petitioner was terminated after working three months, thereupon my services continuously utilised till upto removal from service *i.e.*, 31-12-2003.

4. That, the petitioner was not issued with any charge memo, charge sheet or anything. The termination is completely oral as it is not with stigma but a simplicitor.

5. That, the petitioner was not paid compensation u/sec. 25 (F) & (H) of I. D. Act and no wages is paid to the petitioner in lieu of notice and also one month wages in liew of notice. The respondent totally contravened the provisions of Section 25 (F) of I. D. Act and no enquiry is conducted into the case of the petitioner.

6. That, the respondent did not give service certificate to petitioner. The petitioner requested several times to issue such certificate and the respondent No. 1 threatened that, he will remain the petitioner.

7. The petitioner was provided Rs. 2000 per month. It is the last drawn wage of him.

8. That, the petitioner work is observed by a lot of customers who are ready to come and prove that the petitioner worked from 1994 and that to a regular man from 1-1-1998 to till upto removal.

9. That, there is an agreement and settlement u/sec. 12 (3) of I.D. Act regarding absorption of temporary candidates as the settlement is arrived between Management and employees union, the said settlement is binding on Respondent as the petitioner complied the settlement in Para No. 7 of settlement as the petitioner worked under respondent for more than 240 days in a calendar year, as the petitioner is a workman and repondent is an "INDUSTRY" Bank, which solves the problems of persons on interest as there is oral termination. Hence it is maintainable in the Court the petitioner's services are not approved and not recognised and the qualification is also not considered and the petitioner is a qualified candidate. Hence, the petitioner is entitled for reinstatement and other benefits.

10. That, the petitioner is fallen on roads with untold problems and sorrows after removal from service. The Respondent No. 1 adopted unfair labour practice against petitioner and thereby victimised the services of petitioner for eight years and that to regular from 1-1-1998 to till upto removal. Removal of Respondent No. 1 is illegal, arbitrary and against to the principles of natural justice. Therefore, prayed to direct the respondent to reinstate the petitioner into

service with continuity and other attendant benefits including full back wages.order or orders as the court deems fit and proper in the interest of justice.

11. The averments of the counter filed by the respondents are that the petitioner was not appointed as a Casual Attender in the 1st Respondent Bank by the Bank Manager Srinivasa Murthy, muchless orally on pay of Rs. 50 per day, as alleged. The contentions of the petitioner are all mis-conceived. It is pertinent to submit that the petitioner already approached the Hon'ble High Court by filing W. P. No. 6931/2003 and the said Writ Petition is still pending before the Hon'ble High Court. Thus, the matter is sub judice. The petitioner has not approached this Court with clean hands. This I.D. is not maintainable and is liable to be dismissed by this court in limini for concealment of facts.

12 Further, in Para No. 2 of the petition it is stated by the petitioner that he was terminated from service after working for 3 months. In the same breath, it is again stated that he was removed from service on 31-12-2003. Thus the contents are quite contradictory to each other. Mere working of the petitioner for 3 months as alleged cannot give any automatic right to the petitioner for his reinstatement into service. Since he was never appointed the question of termination or removal from service cannot arise at all. There was no need for the respondents to issue any charge memo or charge sheet or attaching any stegma. So also, the question of paying compensation u/sec. 25 (F) & (H) of I. D. Act and payment of wages in lieu of notice etc. will not arise. The contentions of the petitioner are all mis-conceived. The contention of the petitioner at Para No. 5 is again mis-conceived. In the first instance at Para No. 3 he contended that no charge memo or charge sheet was issued and now he is agitating to decide the validity of the domestic enquiry as a preliminary issue. These contentions of the petitioner are again contradictory to each other and highly mis-conceived. The contention of the petitioner at Para No. 6 is an utter false. The contention of the petitioner at Para No. 7 that he was provided Rs. 2000 per month is again contradictory to Para No. 1 of the petition, wherein under, he agitated that he was paid Rs. 50 per day. Regarding Para No. 9, it is pertinent to submit that the procedure for an approach paper governs appointment of temporary sub-staff in the bank dated 16-8-1990 issued to all the public sector bank by the Government of India. In terms of the approach paper information as to the services rendered by the temporary sub-staff at various branches and offices of the bank was collected and a settlement was entered into with recognised All India Andhra Bank Award Employees' Union on 9-1-1995 U/Sec. 12 (3) of the Industrial Disputes Act as regard the modalities of their empanellement and absorption. As per the said settlement, Districtwise panel of temporary sub staff were prepared with a total of 1190 candidates and communicated to the respective zonal offices. The prime objective and intention of preparing and maintaining these panels is to regulate their engagement as temporary sub staff and for their eventual absorption, as and when permanent vacancies are identified. The settlement dated 9-1-1995 also provides for engaging the services of the empanelled candidates in the leave vacancies in their respective units, on rotation basis. Guidelines have been issued to controlling offices for strict compliance regarding appointment of temporary sub staff from the panels in the leave vacancies of regular sub staff from the panels in the leave vacancies of regular sub staff employees. Further, that the respondent's bank is following an established procedure for engaging temporary sub staff and their absorption in the service of the Bank, in terms of the settlement dt. 9-1-1995. This settlement restricts and prohibits un-authorized persons to enter into employment even on temporary basis. The temporary candidates engaged by the bank from 1982 to 1989 who have responded to the press notification of the bank, dt. 28-10-1991, 31-10-1991 and circular at 18-10-1991 and who have put in a minimum service of 90 days during the above period and whose names were cleared by the Directorate General of Employment and Training, Government of India, New Delhi, under the Approach Pager alone were eligible for the benefits under the settlement dt. 9-1-1995 and such temporary sub staff alone were empanelled. The petitioner is not on the approved panels of the temporary sub staff prepared in terms of the settlement dt. 9-1-1995. He did not submit any application or representation to the respondents Bank in terms of settlement dt. 9-1-1995 for his empanelment, at any time in the past. He also did not raise any dispute nor made any claim for his empanelment.

13. It is pertinent to submit that the petitioner is not on the approved panels of temporary sub staff prepared in terms of the settlement dt. 9-1-1995. He might have worked as a casual labourer for some periods in the past. He also did not raise any dispute nor made any claim for his empanelment. On the other hand as per the records as available with the bank, the petitioner is a matriculate i. e., he passed SSC Examination in October, 1992. As per the norms of the bank the maximum educational qualification prescribed for the post of sub ordinate staff is 8th fail. Thus, the petitioner is over qualified for the post. It is further respectfully submitted that the petitioner's name is sponsored by the District Industries Centre, Adilabad for sanction of loan under Prime Minister's Rojgar Yojana for running a Kirana and General Stores at Bhathupally village in Adilabad District. The application was forwarded to the Kagaznager branch of the respondent bank for sanction of the eligible loan under the said scheme. The Kagaznagar branch of the respondent bank sanctioned him the loan in December, 1999 which duly availed by the petitioner. Thus as per the record of the bank he is running a Kirana Shop at Bhathupally village in Adilabad district. Thus, the averment of the petitioner that he has been continuously working in the service of the respondent bank is nothing but is falsehood.

14. The service if any put in by the petitioner in the past as a casual labour doesn't confer any right on him for seeking his absorption in the service of the bank. The claim of the petitioner is vexatious and speculative and he cannot invoke the jurisdiction of this court U/Sec. 2-A (2) of I.D. Act. Therefore, the I.D. is devoid of any merits and is liable to be dismissed by this Court with costs in the interest of justice.

15. Heard arguments on Respondent side, for the petitioner side under Rule 24 of A.P., I.D. Rules followed.

16. On behalf of the Respondent side MW1 examined no documents marked, no further evidence, respondent side closed. Petitioner side heard arguments U/O. 17, Rule-3, r/w. 24 A.P. I.D. Rules.

17. Before going to the merits of the case I would like to submit how the case was delayed. The petition was filed on 17-1-2005 and it was numbered on13-7-2005. The counter was filed on 10-12-2005 by Respondent No. 1, memo filed by Respondent No. 2 adopting the counter of Respondent No. 1. Since from the beginning the petitioner did not turned up to the Court. On 11-12-2006 the petitioner and his counsel called absent, no representation, the petitioner not turned up to the court since the year 2005.

18. As per the petition allegations, the petitioner was appointed as a Casual Attendar in Respondent Bank on 2-1-1994 orally on pay of Rs. 50 per day. The appointment of the petitioner is completely oral. The petitioner was terminamated after working 3 months there upon his services continuously utilised till upto removal from sercvice i.e., 31-12-2003. The respondent did not issued any charge memo or charge sheet to the petitioner and the termination is completely oral, it is not with stigma but simplicitor. The petitioner was not paid compensation under Section 25 (F) & (H) of I.D. Act and no wages paid to the petitioner in lieu notice and also one month wage in lieu of notice. The respondent totally contravened the peovisions of Section. 25 (F) of I.D. Act and no enquiry is conducted into the case of the petitioner. The petitioner did not give service certificate to the petitioner though he requested several times. The respondent also threatened. The petitioner was provided Rs. 2000 per month, it is the last drawn wage of his. The petitioner's work was utilised by lot of customers who are ready to give and prove that the petitioner worked from 1994 and that to a regular man from 1-1-1998 to till upto removal.

19. There is an agreement and settlement under section 12 (3) of I.D. Act in regard to the absorption of temporary candidates as the settlement is arrived between the Management and employees Union. The settlement is binding on the respondent. The petitioner worked for more than 240 days in calendar year. The respondent Bank is an Industry. The petitioner is entitled for reinstatement and other benefits. Hence, he prays the court may be directed to reinstate the petitioner with all benefits, in the interest of justice.

20. For this, the respondent counsels argument was that the petitioner filed the petition in this court against the respondent Bank for regularisation and reinstatement of the petitioner. The petitioner was not appointed orally on 2-1-1994 and he was worked 3 months and he was terminated. The petitioner did not continuously worked from service upto 31-12-2003 before removal. The petitioner was not appointed as regular, so there is no question of issueing of the charge sheet. The petitioner was not appointed as regular and his name was not on the rolls, hence there is no question of compensation U/Sec. 25 (F) & (H) of I.D. Act. The petitioner never asked the respondent for the service certificates for them that there is no threaten to the petitioner. There is a variation in the petitioner pleadings as in the first para petitioner stated per day Rs. 50 and again the para No. 7 last drawn wage is Rs. 2000 per month. The pleadings pleaded by the petitioner is false as the petitioner worked from 1-1-1994 to 1-1-1998. The agreement and settlement pleaded by the petitioner is not applicable to the petitioner. The petitioner is not entitiled for reinstatement as there is no violation of principles of natural justice. Hence the petition may be dismissed.

21. From the respondent counsel' argument the sum and substance, the pleadings of the petitioner is that he was appointed in the Respondent Bank orally on daily wage Rs. 50 per day as his services was illegally terminated and for his entire period no wages was paid to him. Further, no notice was given, retrenchement compensation have been paid to the petitioner. The termination of his service orally is illegal in the eye of Law. On the other hand, the stand of the respondent in his written Statement the petitioner was not orally engaged as daily wage worker in the Bank. Further, the case of the respondent is that the representation of the petitioner was rejected and he was dis-engaged as there is no existence of work. The respondents argument was that the petitioner was never appointed, hence there was no occassion to pay him the wages for the period he alleged to have worked in the Respondent Bank or the retrenchment compensation.

22. On appreciation of the material placed before it I came to the conclusion that the relationship of employee and employer did not exists between the petitioner and the respondent Bank as the petitioner was never orally appointed. The procedure to recruit by the respondent have been elaborately detailed given from the evidence of respondent in this court as he is examined as MW. 1. It is observed that although the petitioner claims to have been orally appointed by the respondent Bank but there is no proof, no documents is filed how and what type of appointment he was appointed by the respondent Bank. In this case, mentioned above the workman concerned never adduced any evidence to support his claim that he was orally appointed and he was continuously worked in the respondent Bank. In my opinion, it was incumbent on the workman concerned to atleast aduce his oral evidence and to state on oath that he is orally appointed and continuously worked in the respondent Bank. But the petitioner failed to attend the court and enter in to give evidence in the court.

23. The initial burden of proof was on the petitioner workman to show that he had completed 240 days of service in a calendar year. Though the petitioner filed the claim statement but he did not chooses to get in to witness box and give his evidence but he failed to do so at the same time the non examination of the petitioner has not given an opportunity to cross-examine the respondent side to disprove his case. Mere filing of an affidavit and that cannot be regarded as sufficient evidence for any court to come to the conclusion that the petitioner had in fact worked for 240 days in a year. No proof of receipt of salary or wages or attendance register or any other material record to show that he worked 240 days or so far

of record of oral appointment engagement for this period was not produced and failed to produce by the petitioner. The burden of proof was on the petitioner workman when he does not appear and adduce any evidence what soever in support of his pleadings when he complied with the requirement of Section 25 (B) of the I.D. Act. In my view, the fact that the initial burden of establish the factum to his continuous work for 240 days in a year is not the petitioner but he failed to do so. It is not a case where the petitioner has completed 240 days of service during the period of 12 months preceding for his oral removal has contemplated under Section (F) read with Section 25 (B) of I. D. Act.

24. The petitioner did not file any documents, of payment register, muster roll, P. F. Register. It is well established that the pleadings have to be specific, the plea in the present case is that the petitioner was orally appointed and worked and he is removed orally. The petitioner was not on the approved panels of the temporary staff prepared in terms of the settlement. As per the norms of the Bank the maximum educational qualification prescribed for the post of supporting staff is 8th class fail but the petitioner is over qualified.

25. The next argument of the respondent counsel was that the petitioner name is sponsored by the District Industries Centre, Adilabad for sanction of loan under Prime Minister Rojgar Yojana for running of Kirana and General Store at Bathupally village in Adilabad District. The application was forwarded to the Kagaznagar Branch of the respondent Bank for sanction of the eligible loan under the said scheme. The Khagaznagar Branch of the respondent Bank sanctioned him a loan in December, 1990 which was duly availed by the petitioner. Thus, as per the records of the Bank he runs a Kirana Shop at Bathupallly village of Adilabad District. So the averment of the petitioner that he has been continuously worked in the service of the respondent Bank is nothing but falsehood. The claim of the petitioner is vexatious and speculative and he cannot invoke the jurisdiction of this Court U/Sec. 2-A (2) of the I.D. Act.

26. From the evidence of the respondent side examined witness the Manager of the Andhra Bank as MW.1, from the evidence of the respondent also clearly indicate that the petitioner had not orally appointed and he has not worked 240 days working days in a year and therefore the question of payment of any retrenchment compensation under Sec. 25-F of the I.D. Act not arises. Further, respondent counsel submitted that there is no material on record to show that the petitioner was orally appointed and orally removed.

27. In view of the above reasons I do not find it properly proved, the petitioner's pleadings without proving in to the Court. Therefore, in view of the above facts and circumstances of the case on hand I see every force in the contentions raised by the respondent in this case. From the aforesaid reasons and in the facts and circumstances of the case and also in view of my above discussion with regard to the various aspects of the case the petitioner cannot be said to have been retrenched from his service and hence Section 25-F of the I.D. Act is not attracted. The petitioner's prayer for declaration that the oral termination of his services is illegal and void on ground of violation of the provisions of the Section 25-F of the Act cannot therefore be granted. I am of the clear view that the petitioner had failed to make out any case in his favour and that therefore there is no need for any interference with his prayer in this petition, hence the petition fails and the same is liable to be dismissed for want of merits.

28. In the result, I am of the view, this petition is without merits and is dismissed. But each party bear their own costs.

Dictated to the Stenographer, transcribed by him and corrected and pronounced by me in this open court on this 23rd day of February, 2007.

M. SHANMUGAM, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses Examined

For Workman :—

NILl—l

For Management :-

M W-1 22-2-2007 Sri J. Radhakrishna, Manager,
Andhra Bank, Sirpurkagaznagar.

Exhibits

For Workman :-	For Management :-
- NIL -	- NIL -

नई दिल्ली, 10 सितम्बर, 2007

का.आ. 2958.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयर लाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 27/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-09-2007 को प्राप्त हुआ था।

[सं. एल- 11012/27/2003-आई. आर. (सी-I)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 10th September, 2007

S.O. 2958.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.27/2003) of the Central Government Industrial Tribunal/Labour Court Kolkata now as shown in the annexure, in the industrial Dispute between the employers in the relation to the management of Indian Airlines, and their workman, which was received by the Central Government on 07--09-2007.

[No. L- 11012/27/2003-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Referrence No. 27 of 2003

Parties : Employers in relation to the management of Indian Airlines

AND

Their workmen

PRESENT

Mr. Justice C. P. Mishra, Presiding Officer

APPEARANCE

On behalf of the Management	: Mr. R. N.Majumder, Advocate with Mr. S. Roy, Advocate.
On behalf of the Workmen	: Mr. T. K. Saha, Advocate.

State : West Bengal. Industry : Airlines

Dated : 27th, August, 2007.

AWARD

By Order No. L-11012/27/2003-IR(C-I) dated 18-08-2003 the Central Government in excrcise of its powers under Section 10 (1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Vayudoot Ltd. (presently merged with Indian Airlines Ltd.) in removing Mr. P. Duryodhan, Loader from its service w.e.f. 04-12-1998 is justified ? If not whether Mr. P. Duryodhan is entitled for reinstatement in the services of Indian Airlines Ltd. (SHOD), with back wages or for any other relief ?"

2. Present reference has been made at the instance of the concerned workman P. Duryodhan. The case of the workman is that he was appointed as a Loader on 1-4-1984 and in due course he was regularised to the said post. He was served with a chargesheet dated 17-10-1996.By representation dated 18-11-1996 he denied the allegations levelled against him and prayed that an open enquiry be held in the matter. By another representation dated 20-1-1997 he prayed for opportunities to engage a legal practitioner in the enquiry to defend his case and also to submit provisional written statement of defence against the chargesheet. Management, however, did not allow him such opportunities and fixed date of enquiry. It is the case of the workman that the evidence adduced during the enquiry does not substantiate the charges levelled against him, but the Enquiry Officer submitted the enquiry report holding him guilty. Though a criminal case is pending in the Court of Sub-Divisional Judicial Magistrate Barrackpore, North 24 Parganas on the self same facts and circumstances, the management initiated the enquiry without awaiting the result of that criminal case is further case is that the Enquiry Officer's finding is of two and half lines and he has not assigned any reason for such finding. The workman has challenged the enquiry report on the grounds that (a) two and half lines findings of the Enquiry Officer in this case is not a finding at all; (b) the Enquiry Officer did not assign any reason for arriving at his findings; (c) no reason has been shown as to why the contentions of the workmen were not accepted and (d) no reason has been shown as to why the documents produced by the management in the enquiry were indispensable. It is also stated that Enquiry Officer violated the principles of natural justice. It is the further case of the workman that the appellate authority also failed and neglected to consider his appeal and rejected the same. The workman thereafter moved the Hon'ble Calcutta High Court and the Hon'ble High Court opined that the workman should approach this Tribunal and he accordingly moved the conciliation officer and on the failure of such conciliation the present reference is made for adjudication to this Tribunal. It is prayed that the management be directed to reinstate the workman in service after withdrawal of his removal order.

3. The management of Indian Airlines, hereinafter to be referred as the management in its written statement has stated that the present reference is based on misconceived interpretation and erroneous understanding of the provisions of law and is a product of misapplication of the relevant materials. The present dispute is also stated to be ill conceived and not maintainable as an industrial dispute as it has not been sponsored by any union representing the employees of Indian Airlines. It is stated that the workman was appointed as a Loader w.e.f. 1-12-1986 and confirmed in service w.e.f. 1-12-1987. But, by reason of his habitual unauthorised absenteeism a punishment of stoppage of annual increment for one year was earlier inflicted upon the workman after holding a disciplinary proceedings. He again started absenting unauthorisedly from 7th August, 1993. Another chargesheet dated 19-11-1993 was issued against the workman on certain allegations, but he did not give any reply. On 29th August,1996 the workman was placed under suspeension. It is stated by the management that during the period of his absence the workman was arrested by the Airport Police Station, Kolkata on 6th October,1994 and he remained in Police custody for about two months and concealed this fact from Vayudoot Ltd.. The workman was accordingly issued with a chargesheet dated 17/18th October, 1996 for various misconduct. The charges were under four major heads. The workman instead of giving reply to the said charge sheet by his letter dated 18th November,1996 requested for assistance of legal practitioner to defend his case. As the management found the reply of the workman unsatisfactory, they decided to hold a department enquiry into the charges levelled against him and the workman was informed of the same. He was also informed that he was permitted to take the assistance of a friend and that it was not permissible to allow delinquent to defend his case through the assistance of a legal practitioner under the disciplinary rules of Vayudoot Ltd. The enquiry was accordingly conducted on several dates. The workman concerned participated in the said enquiry and he was afforded all opportunity to defend his case. It is stated that in the said enquiry the principles of natural justice were fully adhered to. In the enquiry report dated 8th May, 1998 the Enquiry Officer held the workman concerned guilty of the charges levelled against him and a copy of the said enquiry report was forwarded to him for his comment. The workman, however, did not submit any comment on the said report. The disciplinary authority thereafter issued a show-cause notice proposing the punishment of removal from service. The workman gave a reply to the said show-cause notice praying for exonerating him from all the charges levelled against him Disciplinary authority, however, confirmed the proposed punishment. It is accordingly stated that the order of removal from

service against the workman was passed after holding a proper and bonafide enquiry in which the workman was afforded reasonable opportunity to defend himself. It is prayed that the punishment of removal from service as imposed against the workman be held to be valid. However, in the alternative, it is also prayed that in the event the domestic enquiry is found to be invalid by the Tribunal, the employers be given a chance to lead fresh and/or additional evidence to justify the action of punishment inflicted on the workman before this Tribunal.

4. In view of the settled principle of law, as the correctness, legality or validity of the enquiry was challenged on behalf of the workman, which was defended by the management. It was decided to have a preliminary hearing on the point of validity of the enquiry and after hearing the parties this Tribunal vide order dated 13th December, 2006 held the domestic enquiry as conducted in the present case to be valid. The Tribunal thereafter fixed the case for hearing the parties on the adequacy or otherwise of the punishment as imposed in the matter and the parties were accordingly heard on the basis of the materials available on record.

5. It is evident that for inflicting the punishment the management has to comply with the requirements of the relevant standing orders which generally provide that while deciding as to what punishment should be awarded to the concerned employee. The management has to take into account the gravity of the misconduct, the previous record of the employee, if any or any other aggravating circumstance that may exist. If the order of dismissal or discharge is passed on the charges which have been proved in the domestic enquiry are sufficiently grave to award the punishment of dismissal or discharge, the fact that the past record of the workman was clean will be of no consequence. The law before insertion of Section 11A of the Industrial Disputes Act, 1947 was that the award of punishment under the Standing Orders was a matter for the management to decide and if there was any justification for the punishment imposed, the Tribunal could not interfere as it was not required to consider the propriety or adequacy of punishment or whether it was excessive or too severe. The Hon'ble Supreme Court in a recent decision viz. Hombe Gowda Educational Trust & Anr. V. State of Karnataka & Ors., 2006 S.C.C. (L&S) 133 has held that discretionary jurisdiction to interfere with the quantum of punishment can only be exercised when the interalia it is found that no reasonable person could inflict such a punishment or when relevant facts which would have a direct bearing on the question has not been taken into consideration. The management has also placed reliance on number of case laws viz. C.L. Subramaniam v. The Controller of Customs, Cochin, AIR 1972 SC 2178, Mahindra & Mahindra Ltd. V N. B. Naravade etc., 2005 LAB. I.C. 1333 (SC), V. Ramayana v. A.P. SRTC & Ors., 2005 S.C.C. (L & S) 69. Bharat Heavy Electricals Ltd., v. M. Chandrasekhar Reddy & Ors., 2005 S.C.C. (L & S) 282, Divisional Controller N.E.K.R.T.C. v. H. Amaresh, 2006 S.C.C.(L&S) 1290 and J. K. Synthetics Ltd. v. K.P. Agarwal & Anr., (2007) 2 S.C.C. 433 wherein the above proposition of law laid down by the Hon'ble Supreme Court have been reiterated.

6. On the perusal of the facts relating to this case wherein the concerned workman has been charged by the management vide Ext. M-1, it is evident that he was charged on four counts. First charge was that he did not attend office since 7th August, 1993 without information and during this unauthorised absence from duties he was arrested by the Airport Police on 6th October, 1994 and remained in police custody for about two months. He also had concealed this fact from the management and it was a clear breach of law, rules, regulations and orders applicable to the establishment and it was found to be an act subversive of discipline and good behaviour. Secondly, he was charged with corruption for having taken a sum of Rs. 15000 from Tarak Biswas an outsider on the pretext of providing him job and he had also told him that the said amount was given to one Indranil Ghosh, Traffic Assistant for arranging a employment and Shri Ghosh was threatened in presence of the concerned workman for returning the money to Shri Chandan Biswas in this regard. This act of the workman for taking bribes or illegal gratification also found to be an act of subversive of discipline and good behaviour on his part to the reputation of the Company. A written complaint was made by the said Shri Indranil Ghosh to the Officer-in-charge of Barasat P.S., Airport P.S. and Lake Town P.S. and also to the Manager Vayudoot Ltd. Third charge against him was also to have taken a sum of Rs.14000/on six instances from one Sanjib Poddar on the pretext for providing employment in Vayudoot, out of which he had returned only Rs. 1000. This charge for taking bribe etc. also was found to be there. Lastly, he was also found absent unauthorisedly from 7th August, 1993 till 28th August, 1996 for such a long time. These aforesaid charges levelled against him vide Ext, M-1 were enquired by the Enquiry Officer during the course of a domestic enquiry which has been held to be legal and valid with compliance to the principles of natural justice in this regard as full and proper opportunity is found to have given to the workman who had been given opportunity to cross-examine the number of witnesses so examined on behalf of the management and he was also allowed to produce evidence in his defence which he had given in writing before the Enquiry Officer who had considered the same in order to arrive at the conclusion regarding the proof of the charges so levelled against him in this regard before submitting his report Ext. M-5. There is no denial of the fact about his arrest made by the Police and the fact that he had been kept in custody for more than two months in this connection. There is nothing to show that he had given its information as required under the rules and regulations to show his bonafide in this regard. It is also evident that the statement of the witnesses was recorded in his presence. The statement given by the witness, P.K. Sengupta, Deputy Manager, Administration came to prove the facts regarding his unauthorised absence. Besides him the witness, Sanjib Poddar who had been promised by the workman to give job and he had paid him Rs. 14000 has also been examined in this connection and full opportunity was given to the workman to cross-examine them regarding the above facts mentioned in the chargesheet. The other witness, Indranil Ghosh also was examined and cross-examined by the workman in this

connection to support the charges framed against the workman concerned. On the basis of the above evidence the Enquiry Officer arrived at the conclusion that the charges framed against the workman were found to be proved. The workman had also submitted his written statement of defence in this regard before the disciplinary authority and the appellate authority who had considered the aforesaid facts and the gravity of the charges so framed against him. In view of that the charges framed against him are found to be quite grave and clearly amounted to a misconduct as it is so provided in the Standing Orders.

7. Accepting bribe or illegal gratification is admittedly a criminal offence and accepting the same by an industrial worker would also constitute a misconduct. In industrial law an act of theft, fraud and dishonesty apart from being exposed to the penal liabillty under criminal law have also been treated as acts of misconduct justifying dismissal as it has been so held by the Hon'ble Supreme Court in J.K. Cotton Spinning & Weaving Co. Ltd. v. Its workman (1965-II-LLJ 153 SC) and Bangalore Woollen, Cotton & Silk Mills Ltd. v. B. Dasappa (1962-II-LLJ 39 SC). It cannot be said to be a casual or minor act but the charges for which the workman has been found to be involved are of grave nature. One of the basic requirement of what an employer would expect to be satisfied from an employee is loyalty towards him. In other words, the employee is expected to promote the employer's interest in connection with which he has been employed and necessary implication of which must be that the workman undertake to serve his master with good faith and fidelity. Acts of making defamatory and false statements against the employer and suppressing facts from the employer would apart from being subversive of discipline, also constitute misconduct of disloyalty to the employer as the offence consists wilful harm to the employer. In this case it is evident that the workman is found to have committed act of subversive of discipline being in custody for about two months and also being absent from his duties for more than three years unauthorisedly. Apart from that he was also found to have indulged incorruption by taking money from outsiders to provide them employment and thus guilty for accepting illegal gratification etc. Thus, it clearly amounts to misconduct for which the punishment of dismissal is the only proper punishment which could be imposed upon him for such act done by him under the Standing Orders viz. Service Rules of Vayudoot Ltd., Ext. M-6. The relevant Service Rules also interalia provide specifically about the misconduct and punishment to be imposed in such matters which is as under :

"16 MISCONDUCT

Without prejudice to the generality of the term "misconduct" the following acts of omission and commission shall be treated as misconduct and will make the concerned employee liable for disciplinary action.

1. Theft, fraud or dishonesty in connection with the business or property entrusted to the Company or of another employees within the premises of the 'Company'.
2. Taking or giving bribes or illegal gratification.

....

....

5. Acting in a manner prejudicial to the interest of the Company.

....

7. Habitual late or irregular attendance.

....

8. Wilful damage to work in process or any property of the Company.

....

....

16 Commission of any act which amounts to a criminal offence involving moral turpitude.

....

....

19. Commission of any act subversive of discipline or of good behaviour.

....

....

28. Failure to report to the Competent Authority the fact of the arrest by the police or the Conviction by a Court of Law for any criminal offence involving moral turpitude or conviction by a court of law....

....

....

51 Quarrelling within or outside the premises of the establishment.

....

....

58. Wilful neglect of work.

....

....

59. Absence without permission for more than 8 consecutive days.

....

....

21 PENALTIES

The following penalties may be imposed on the employee, as hereinafter Provided, for misconduct committed by him or for any other good and Sufficient reasons :

(i). Minor Penalties

....

....

(ii). Major Penalties

(a). ....(b). ....

(c) Removal from service.

(d) Dismissal with or without retirement benefits in part or full."

8. On behalf of the workman it is only prayed that a lenient view may be taken in the manner and a lesser punishment instead of removal from service may be inflicted. However, looking after the facts of the case and the evidence on record it is evident that no such leniency is called fork in this case.

9. In view of the above the order of removal from service passed by the management against the concerned workman appears to be fully justified and proper and it needs no interference. The concerned workman, accordingly, is not entitled to any relief.

C. P. MISHRA, Presiding Officer

Dated, Kolkata,
The 27th August, 2007.

नई दिल्ली, 10 सितम्बर, 2007

का.आ. 2959.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 77/1992) को प्रकाशित करती है,जो केन्द्रीय सरकार को 10-09-2007 को प्राप्त हुआ था।

[सं. एल- 12012/108/1992-आईआर (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th September, 2007

S.O. 2959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/1992) of Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 10-09-2007.

[No. L-12012/108/1992-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, CHENNAI-600104

Thursday, the 19th day of July, 2007

PRESENT

Thiru M. Venugopal, B.A. M.L., Presiding Officer/ Industrial Tribunal, Tamil Nadu, Chennai-104

Industrial Dispute No. 77 of 1992

[In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of State Bank of India, Madras-600 001.]

BETWEEN

The Workman
Shri K. Ibrahim,
No. 66, State Bank Colony Extension,
Nanganallur, Madras-600 061.

And

The Chief General Manager,
State Bank of India,
Local Head Office,
21, Balaji Salai,
Madras-600 001.

Reference: Order No. L-12012/108/92-IR(B-II), dated 7-9-1992 Ministry of Labour, Govt. of India, New Delhi.

This Industrial dispute coming up for final hearing on Monday, the 9th day of July, 2007, upon hearing the arguments of Thiru K.V. Ananthakrishnan, Advocate appearing for the Petitioner and Thiru S. Ravindran, Advocate appearing for M/s. T. S. Gopalan & Co. for the Management and upon perusing the all other connected material papers on record and this dispute having stood over till this day for consideration this Tribunal made the following :

AWARD

The Govt. of India have referred the following issue for adjudication by this Tribunal :

> "Whether the management at State Bank of India is justified in dismissing Shri K. Ibrahim with effect from 14-3-1990 ? If not, to what relief is the workman entitled to ?"

2. The averments of the Claim Statement filed by the Claimant are as follows :

The claimant Thiru K. Ibrahim was appointed as a Messenger in the Respondent bank in the year 1971. Due to his sheer sincerity and discharge of his duties diligently to the utmost satisfaction of his superiors in the test conducted for promotion he was selected and promoted to the post of cashier in the year 1982 and was posted in the Guindy Branch. The claimant was confirmed in the said post as a permanent employee. The claimant has put in 19 years of unblemished record of service without any lapse or irregularities with the respondent bank. The respondent among other places is having an extension counter at Hindustan Teleprinters, Guindy at Officer's Training School (OTS) at St. Thomas Mount. From the Guindy Branch one officer, one clerk, one cashier and one sub staff used to be deputed in rotation to work at the extension counter on alternate days and the working hours is between 11.00 A.M. to 2.30 P.M. The claimant was deputed as Cashier to the extension counter and was discharging his duties.

3. While so, the claimant was shocked to receive a Suspension order dt. 19-3-88 from the Disciplinary authority (Dty. General Manager) that the claimant was placed under Suspension pending enquiry into certain alleged acts of misconduct reported to have been committed by him by misappropriating the moneys paid by few individuals for effecting mail transfer, while the claimant was working as a Cashier at the Officers Training School extension counter attached to Guindy Branch. This was followed by a charge sheet dt 9-4-1988. The claimant by his reply dt. 16-3-88 denied all the charges levelled against him and stated that on perusal all the charges levelled against him and stated that on perusal of the relative challans it is found that the challans did not bear his initials and he was not aware how the alleged instances quoted in the Chargesheet has happened. The Respondent gave another charge sheet dt. 14-5-88 alleging misappropriation of an amount paid by one of the constituents. The claimant submitted his explanation dt. 23-5-88 reiterating the earlier stand and totally denied all the charges of acts of omissions and is appropriation alleged against him. The respondent appointed Mr. W.S. Jayapal as the enquiry officer to conduct the domestic enquiry. The claimant on the first sitting of the domestic enquiry conducted on 22-8-88 represented to the enquiry officer that the charges being of grievous and complicated nature, based on the report

of the handwriting expert, the claimant being a sub staff promotee was not in a position to effectively defend the charges levelled against him. Therefore, the claimant sought permission to have lawyer to defend him in the enquiry proceedings. The enquiry officer refused him request and insisted the claimant to appear in the enquiry proceedings. Therefore, the claimant was left with no other alternative except to attend the enquiry, undefended and victually remained a silent spectator without participating in the enquiry or cross-examining the witnesses. After, having conducted a farce enquiry, the enquiry officer found the claimant guilty of all the charges levelled against him.

4. Against the findings of the enquiry officer, the claimant gave a Written submission dt. 8-9-1989. The disciplinary authority by his letter dt. 2-12-88 concurred with the findings of the enquiry offficer and proposed the punishment of dismissal without notice and at the claimant's request gave a personnel hearing on 22-1-90. The claimant gave a written submission reiterating his earlier stand denying all the charges levelled against him. The disciplinary authority by an order dt. 14-1-90 dismissed the claimant from service. Against the order of dismissal the claimant preferred an appeal on 2-5-90 to the appellate authority. The appellate authority by an order dt. 26-9-90 concurred with the findings of the disciplinary authority and dismissed the claimant's appeal. Against the said order, the claimant has raised the present industrial dispute and the same has been referred to this Tribunal for adjudication. At the time of dismissal the claimant was drawing a salary of Rs. 2700. The claimant is challenging the order of dismissal dt. 14-3-90 and confirmed by the appellate authority on 26-9-90 for the following among other grounds : (a) The domestic enquiry conducted does not prove the guilty of the claimant since the evidence recorded and exhibits marked do not prove the charges levelled against the claimant. (b) The domestic enquiry was conducted against all the principles of natural justice and vitiated and therefore liable to be set aside. (c) The authorities failed to consider the practice in vogue at the extension counter of the Officers Training School of the respondent that the working hours at the Officers Training School is 11.00 A.M. to 2.30 P.M. The Cashier viz. the delinquent employee used to avail a 10 minutes for his lunch in between 1.30 p.m. to 2.30 p.m. During the said period the counter was left in the custody of Mr. J. Damodaran the then officer-in-charge of the extension counter. Even during the time when the claimant attend his nature call the counter used to be under the control of the said officer. (d) The claimant was several times requested and used by other staff of the branch and sometimes by higher officials to go to the military canteen stores to get the articles available at reduced prices, using claimants familiarity with them and his knowledge of speaking Hindi on all such occasions the counter was operated by the Officer-in-charge. So also, on such occasions, payments were made by Officer-in-charge. Subsequently with the information furnished by Officer-in-charge the scroll would be filled up by the claimant. Therefore, the claimant denies that he at any point of time received the amounts from the person as alleged in the Chargesheet and misappropriated the same, after intentionally omitting to put through the transaction in the cash scroll of the bank. (e) Since the chargesheet issued by the Respondent pre-determined the guilty of the claimant it exposes the punitive mind of the respondent and is a basic defect. Therefore, the chargesheet is vitiated and void as held in AIR 1954 Bom 35 and 1969 LIC 735. (f) The respondent having failed to keep an open mind against the charges levelled, the fundamental principles of natural justice is violated as held in 1974 2 SLR 466. (g) The chargesheet dt. 9-4-88 to 14-5-88 issued to the claimant did not reveal and disclose the materials on which the respondent proposed to rely in the domestic enquiry nor did they contain list of documents relied upon and witnesses proposed to be examined. In the absence of these, the calimant was not able to defend himself and prove his innocense. This is against the principles of natural justice as reported in 1960 II LLJ 228; 1970 II LLJ 1 (SC). (h) The appellate authority who received the claimant's appeal in his office on 4/5th May, 1990 should have disposed of the appeal within 60 days from the date of receipt of appeal which is mandatory as per para 19.14 of the First Bipartite Settlement and should have also given a personnel hearing within 30 days. The appellate authority passed the order after 120 days. Hence the order of dismissal is invalid and is to be set aside and statement has to be ordered. (i) The signature of the claimant alone was sent to the handwriting expert for examination. Since various officers and other staff were present in the counter to discharge the duties in the absence of the claimant at the relevant time, all the signatures must have been sent to the handwriting expert. Having failed to do so, the respondent was pre-determined the issue and hence the entire enquiry proceedings is vitiated and the report of the handwriting expert cannot be proper without the comparison of the other signatures. PEX 2 to PEX 6 do not tally with the initials appearing in PEX 7 to PEX 20. (j) The disciplinary authority's failure to furnish evidence on which the charges were based, documents relied upon and witnesses to be examined amounted to non-compliance not only to the mandatory provisions of the bipartite settlement but also the fundamental principles of natural justice as reported in 1968 I LLJ 106; 1963 1 LLJ 708, AIR 1975 AP 794; (1970) 21 FLR 127; 1969 SCR 479; 1970 II LLJ 1 (SC). (k) None of the witnesses viz Jayaraman (PW. 21) V. Toppo (PW. 4) Mohanan Pillai (PW. 3) and C.J. Daniel (PW. 7) who deposed at the enquiry stated that they gave the money only to the claimant but only identified the counterfoil. In the absence of any positive evidence the conclusion of the enquiry officer is biased and vitiated. Since the delinquent employee was known to almost all the officials at OTS, it is easy to identify the delinquent. (l) The refusal by the enquiry officer to grant permession to engage a lawyer to defind himself as per the first Bipartite Settlement under para 19.12 (a)(ii) deprived the claimant of a fair opportunity to defend himself as the claimant was unable to understand the highly technical and complicated report/evidence of the handwriting expert engaged by the respondent and also to cross examine him. The denial vitiates the entire enquiry proceedings as reported in 1972 1 LLJ 465; 1968 2 ALL ER

595; 1984 I LLJ 471; 1983 I LLJ 1 (SC); 1984 II LLJ 121 (Bomb). The refusal was arbitrary and capricious exercise of discretion as reported in 1963 II LLJ 296 (SC). (m) Both the disciplinary authority and the appellate authority, did not take into consideration the past unblemished record of service of 19 years of the claimant. This fact is evident from the absence of any reference to the past record in their respective orders. The Sastry Award in para 521 (10)(c) read with Desai Award in para 18;28 laid down that in awarding punishment by way of disciplinary action, the authority concerned shall take into consideration the gravity, the previous records if any, of the employee and any other aggravating or extenuating circumstances that may exist. Under the award, consideration of past record is a mandatory obligation cast on the respondent as reported in 1954 I LLJ 281. If the mandatory provision is not followed then the order of dismissal is liable to be set aside as per decisions reported in AIR 1954 Mad 51; 1973 II LLJ 58; 1958 KR 358. The punishment was thus imposed at their pleasure and hence it is abnoxious to natural justice.

5. The claimant denied all the charges and the charges are not proved at the domestic enquiry conducted for the said purpose, apart from the fact that the enquiry is vitiated by illegality and hit by principles of natural justice. The claimant reserve his rights to file additional claim statement if necessary. It is therefore prayed that this tribunal may be pleased to pass an award setting aside the dismissal order dt. 14-3-1990 and reinstate the claimant with full backwages with attendant benefits and render justice.

6. The averments of the Counter statement filed by the Respondant are as follows :

In order to apppreciate the issue which would arise for consideration in the dispute, it is necessary to set out how a cashier functions in a Branch. The job of a cashier, among other duties, is to receive cash which is tendered along with remittance challan, affix 'Cash received' stamp, initial the challan and return the counterfoil of the challan duly signed to the person who tenders the cash and the remittance challan. As soon as cash is received, he has to make an entry in the Cashier's Scroll for the day serially numbered, mentioning the name of the remitter and the amount remitted. He is also required to mention the Serial No. in the challan so that at the end of the day, he will properly account for all the remittances recorded in the scroll. The Cshier is seated inside the wire meshed cabin and no one can enter the Cashier's cabin.

7. The Guindy branch of the Respondent Bank opened an Extention counter in the Defence Officers' Training School at St. Thomas Mount.The said Extention counter was used to work on Mondays, Wednesdays and Fridays between 12 Noon and 2 P.M. The staff from the Guindy branch were used to be deputed to the Extention counter for attending to the transactions. When once the transactions were over, the staff used to return to the Branch and account for the transaction of the day. The petitioner was working as a Cashier in the Guindy Branch of the Respondent bank and he also used to go to the Extension counter at the Defence Officers Training School at St.Thomas Mount.

8. On 26-10-1987 one R. Jayaraman remitted a sum of Rs. 3000 at the Officers Training School Extension Counter fot the credit of his Savings Bank Account at the Respondent's Branch at Kovilpatti. When the said Jayaraman visited Kovilpatti, he came to know that the amount had not been credited as the same was not received at the Kovilpatti branch .The said Jayaraman made a complaint to the Respondent. There were similar complaints about certain other remittances made at the Officers Training School Extension Counter. When these complaints were looked into, it was found that the counterfoils of the relevant remittance challans were initialled by the petitioner and he was the cashier in the Officers Training school Extension Counter on the relevant dates when the remittances in question were made.

9. On 9-4-1988 a Charge sheet was issued to the petitioner charging him with the misconduct that in respect of four transactions between 26-10-87 and 3-2-88 though the petitioner had received the cash and acknowledged it in the counterfoil of the remittance challan, he intentionally omitted to put the transactions through the Cash scroll, failed to account for the same in the books of accounts of the branch and misappropriated the amount. Subsequently it also came to the knowledge of the respondent that on 4-11-87 when the petitioner was working as Cashier in the Officers Training School Extension Counter, St.Thomas Mount, he had received a sum of Rs. 1800 from one Shubukaran along with the relative voucher for effecting a mail transfer and for which he had issued the counterfoil but he intentionally omitted to put the transaction through the cash scroll for the day and failed to account for the sum of Rs.1800 in the books of accounts of the Bank and misappropriated the amount. This charge was framed by the Charge sheet dated 14-5-88. For the rwo charge sheets, the petitioner gave his explanation of 16-4-88 and 23-5-1988.

10. It is submltted that in respect of the 5 transactions covered by the two charge sheets dt. 9-4-88 and 14-5-88, on 17-5-88 the Respondent referred the disputed documents along with the specimen handwriting of the petitioiner to the Director, State Forensice Science Department Madras. On 1-6-88 the State Forensic Science Department gave its report opining that the Cashier's Scroll was in the handwriting of the petitioner and that the initials in the vouchers were also that of the petitioner.

11. The Petitioner was asked to appear for a domestic enquiry and it was held on 22-8-88, 29-8-88 and 12-9-88. In the enquiry, M. Kasi, Scientific Assistant, Forensic Science Department was examined. Apart from the handwriting Expert, Thiru Jayaraman, U. Thoppu, Mohanan Pillai C.J.R. Paul, other witnesses who were connected with the transactions were examined. The Enquiry Officer gave his findings on 16-11-1989 holding that the petitioner guilty of the charges. The report of the enquiry officer was received on 20-11-89. On 3-10-89 the petitioner was furnished with a copy of the findings of the Enquiry Officer, a punishment of dismissal was proposed and he was asked to appear for personal hearing on 19-12-89.

The personal hearing took place on 22-1-80 when the petitioner said that he would make his repreasentation in writing. After considering all the relevant papers, on 14-3-90, the Disciplinary Authority passed orders dismissing the petitioner from service.Against the order of dimissal dated 14-3-90, the petitioner preferred an appeal dated 2-5-90 to the General Manager for operations. The petitioner was given a personal hearing in the appeal. On 26-9-90, the appeal preferred by the petitioner was dismissed and the order of dismissal was confirmed.

12. It is submitted that the petitioner had acquiesced to the order of dismissal and only in the later part of the year 1991he raised a dispute. The dispute was taken up for conciliation and of failure of conciliation,the present order of reference has been made. The averments in paras 3 to 5 of the Claim statement are all matters of record and therefore do not require to be controverted.

13. With regard to para. 6 of the Claim statement, it is submitted that it is not the practice of the Respondent bank to permit the charge sheeted employees to engage a Lawyer in the domestic enquiry. Similarly, the Bank does not appoint a legally trained person as a presenting Officer. Hence the petitioner was not entitled to bring a lawyer to defend him in the enquiry. However, the charge sheeted employee was entitled to be defended by a co-employee or by a representative of a registered track union. The petitioner, for reasons best known to him, defendent himself and did not avail the services of either a union representative nor a co-employee. As regards para 8 of the claim statement, it is submitted that none of the grounds urged by him calls for interferance of the order of dismissal by this Forum. With regard to para 8(a), it is submitted that the material placed before the Enquiry Officer has clearly established the misconduct.The Respondent denies the allegation that the enquiry was vitiated of that there was any violation of principles of natural justice.

14. With regard to grounds (c) and (d) in para 8 of the claim statement. It is submitted that it was the petitioner who acted as a Cashier at the Officers Training School Extension Counter on 26-10-1987, 4-11-87, 11-11-87, 3-2-88 and 5-3-88 and he signed the relevant counterfoils for the non-accounted remittances, that it was he who maintained the scroll on the relevant dates and as such he was liable to account for the same. The allegations made by the petitioner would not absolve him of his liability or exonerate him in his complicity with the transactions.

15. The respondent denies the allegation in paras 8 (e) and (f) of the claim statement that the Chargesheet was issued with a predetermined about the guilt of the petitioner. With regard to the ground in para 8 (g) of the claim statement, the Respondent submits that the petitioner was given due opportunity to vindicate his stand and defend the charges. With regard to the ground in para 8 (h) of the claim statement, it is submitted that time limit for the disposal of the appeal was only directory and not mandatory. The alleged grievance of the petitioner would not vitiate the order of dismissal.

16. With regard to ground 8 (i) of the claim statement, it is submitted that as the petitioner was the cashier must have initialled the counterfoils, when the petitioner disputed the initials and the writing on the scroll, the only question was whether the writings on the instrument were that of the petitioner and therefore the disputed documents with the admitted specimen of the petitioner's handwriting were referred to the Handwriting Expert. Therefore the submission of the petitioner that the writings of other persons could have also been referred for comparison cannot be accepted.

17. With regard to the ground in para 8 (k), the examination of the witnesses was primarily to prove the counterfoil and their testimony was entitled to due credence. They had also indentified the petitioner as the one having received the remittances.

18. With regard to ground in para 8 (l) of the claim statement, it is submitted that denial of assistance of a lawyer would not invalidate the enquiry. With regard to ground in para 8(m)of the claim statement, it is submitted that having regard the gravity of the charges proved, little would turn on the past record of service. The past record will have relevance only when the charges proved by themselves would not merit the extreme punishment. In the instant case, the punishment of dismissal cannot be said to be disproportionate to the charges proved. It is not correct to state that the Punishing Authority did not take into consideration the past record of service of the petitioner.

19. It is submitted that the conduct of the petitioner has imparied the confidence of the respondent to repose on the petitioner. The petitioner should not be granted any relief much less the relief of reinstatement. It is therefore prayed that this Tribunal may be pleased to pass an award upholding the dismissal of the petitioner and rejecting his claim.

20. On the side of petitioner, Exhibits W1 to W83 were marked. On the side of Respondent/Management, Exs. M1 and M2 were marked. No oral evidence was adduced on both sides.

21. The point that arised for consideration is

"Whether the management of State Bank of India is justified in dismissing Shri K. Abrahim with effect from 14-3-90 ? If not, to what relief is the workman entitled to ?".

22. At the outset , it is to be mentioned that this Tribunal on the Preliiminary issue whether the Domestic Enquiry was fair and proper, has held on 17-3-97 that the Enquiry findings were vitiated, since the findings of the enquiry were given in an 'exparte' enquiry. As against the preliminary order passed by this Tribunal on 17-3-97 in I.D. No. 77/92, the Respondent/Company has filed W.P. No. 15285/97 before the Hon'ble High Court, Madras and Hon'ble High Court dismissed the Writ petition on 4-12-2003 and confirmed the preliminary order passed by this Tribunal. The Respondent/Company filed Writ appeal No. 1508/2004 before the Hon'ble High Court and the Hon'ble

High Court on 10-4-2007 has allowed the Writ appeal and not accepted the reasonings that weighed the Industrial Tribunal as well as the orders passed in W.P. No. 15285/97 dt. 4-12-2003 and set aside the same with a direction to this Tribunal to complete the proceedings in I.D. No. 77/92 and passed orders in accordance with law within a period of 3 months from the date of receipt of the copy of the order after affording opportunity to both parties. The order of the Hon'ble High Court passed in Writ Appeal No. 1508/2004 dt. 10-4-2007 was received by this Tribunal on 27-4-2007.

23. On behalf of the petitioner, a Memo was filed before this Tribunal on 21-5-2007 inter alia stating that the Central Government amended the Industrial Dispute act and constituted Central Government Industrial Tribunal-cum-Labour Court, Chennai to decide all the disputes relating to the Central Government organisation, including banks and all the cases were transferred to Central Government Industrial Tribunal-cum-Labour Court, Chennai and the Respondent/State Bank of India, being a Statutory Body and Central Government organisation, now the jurisdiction vest with the Central Government Industrial Tribunal-cum-Labour Court, Chennai, and a request was made to pass suitable orders in respect of the jurisdiction relating to the respondent/Company.

24. At this juncture, it is relevant to point out that the Hon'ble High Court in ROC No. 1360/2000-G3 dated 17-8-2000 has directed this Tribunal to transfer the cases relating to the Central Government references for which no hearing was held so far. (As per list furnished by the Government of India) now pending on the side of this Tribunal to the newly formed Central Government Industrial Tribunal-cum-Labour Court at Chennai-6.

25. On 21-5-2007, this Tribunal directed the parties to address arguments relating to the jurisdiction issue along with the main case, as one of the issues raised in the dispute and posted the matter on 31-5-2007. On 31-5-2007, the parties have not addressed the arguments on the jurisdiction aspect since it was brought to their Counsel's notice about the High Court's ROC No. 1360/2000-G3 dt. 17-8-2000 wherein this Tribunal was directed to transfer Central Government reference cases for which no hearing was held so far to the newly formed Central Government Industrial Tribunal, Chennai-6.

26. POINT : The learned counsel for the Petitioner submits that the Petitioner Claimant was appointed in the Respondent/Bank in 1971 as a Messenger and that he was promoted as Cashier in 1982 and was posted in the Guindy Branch and that the Respondent/State Bank of India is having an extension counter at Hindustan Teleprinters, Guindy and Officers Training School at St. Thomas Mount and from the Guindy Branch, One Officer, one Clerk, one Cashier and one Sub-staff normally used to be deputed in rotation to work at the Extension Counter on alternate days, the working hours being between 11.00 A.M. to 2.30 P.M. and the Petitioner/Claimant was deputed as Cashier to the Extension Counter and was performing his duties & that the petitioner/claimant received the suspension order dt. 19-3-88 from the Deputy General Manager of the bank (Disciplinary authority) stating that the petitioner was placed under suspension pendeing enquiry into certain alleged acts of misconduct in misappropriating the moneys paid by some individuals for effecting the mail transfer and that the petitioner was given the Chargesheet Ex. W73 dt. 9-4-88 and that the petitioner gave a reply Ex. W74 dt.16-4-88 denying the charges made against him and that Ex. 75 dt. 14-5-88 another Chargesheet was given to the petitioner alleging misappropriation of an amount paid by one of the constituents and the petitioner furnished his explanation dt. 23-5-88 reiterating the earlier stand and denying all the charges pertaining to acts of omissions and misappropriations and domestic enquiry was held by the bank and the petitioner sought permission to have the assistance of a lawyer to defend him in the enquiry proceedings, which was refused by the Enquiry Officer and the Petitioner did not participate in the enquiry or cross-examined the witnesses and the Enquiry Officer found the petitioner guilty of all the charges and the Disciplinary authority concurred with the findings of the Enquiry Officer and the order of the Appellate Authority is Ex. W83 dt. 26-9-90 and that the domestic enquiry does not prove the charges levelled against the petitioner and the domestic enquiry was conducted against the principles of natural justice and that the signature of the petitioner alone was said to the Handwriting expert for examination and other officers and staff who were present in the counter to discharge the duties in the absence of petitioner at the relevant time, their signatures were not sent to the Handwriting expert and this failure has vitiated the Enquiry proceedings in entireity and therefore the Handwriting expert report is not proper without comparing the signature of other staff members and the witnesses Thiru Jayaraman, Thiru Toppo, Thiru Moganan Pillai, C.J. Daniel, have only identified the counterfoil and that the Appellate authority did not take into consideration the past record of 19 years of unblemished service of the petitioner and that the Appellate authority has passed order after 120 days, and that the Appellate authority has not disposed of the appeal within 60 days from the date of receipt of appeal which is mandatory as per the First Bipartite Settlement and that the Appellate authority should have also given personal hearing within 30 days and the failure to observe the requirement of Bipartite Settlement has made order of dismissal as invalid and that the reinstatement of the petitioner must be ordered.

27. The Learned Counsel for the Respondent/Bank urges that the Petitioner/Claimant was working as Cashier in the Guindy Branch of the Respondent/Bank and the Claimant also used to attend the Extension Counter at the Officers Training School at St. Thomas Mount and that Thiru R. Jayaraman on 26-10-87 remitted an amount of Rs. 3,000 at the Officers Training School Extension Counter for the credit of his S.B. Account at Respondent/Bank's branch at Kovilpatti and that the constitutent Mr. R. Jayaraman made a complaint to the Respondent/Bank that he came to know that the amount of Rs. 3,000 was not credited at the Kovilpatti Branch of the Respondent/Bank

as the same was not received and there were also other complaints regarding certain other remittances made at the OTS Extension Counter and on looking into the complaints, it came to light that the counterfoils of the relevant remittance challans were initialled by the Claimant/Petitioner and he was the Cashier in the OTS Extension Counter on the particulars dates when the remittances were made and therefore on 9-4-88 a chargesheet was issued to the claimant alleging misconduct in regard to the four transactions between 26-10-87 and 3-2-88 and the claimant though he recived the cash and acknowledged the same in the Counterfoil of the remittance challan, he omitted to enter the transactions through the cash scroll, resulting in his failure to account for the same, in the books of the accounts of the Respondent/Bank and misappropriated the amount and again on 4-11-87 when the claimant/petitioner was serving as Cashier in the OTS Extension Counter at St. Thomas Mount, he was in receipt of Rs. 1,800 from Mr. Shubukaran along with the corresponding voucher for effecting a mail transfer and for which the counterfoil was issued by the Petitioner/Claimant, but he intentionally omitted to enter the said tansaction in the cash scroll for the day resulting in his failure to account for Rs. 1,800 in the accounts book of the Respondent/Bank and misappropriated the same and for the two chargesheets 9-4-88 and 14-5-88 the petitioner furnished his explanation on 16-4-88 and 23-5-88 and that the Respondent/Bank sent to the disputed documents along with the specimen Handwriting of the Claimant/Petitioner to the State Forensic Department and the Forensic Department submitted his report opining that the Cashier Scroll was in handwriting of the Claimant/Petitioner and that the initials in the vouchers were also that of the Claimant/Petitioner and that in the domestic enquiry conducted, witnesses connected with the transaction and the Scientific assistant of Forensic State Department were examined and the Enquiry Officer submitted his finding on 16-9-89 and against the orders of dismissal dt. 14-3-90, the petitioner filed an appeal and the same was dismissed on 26-9-90 and that the order of dismissal was confirmed and that the petitioner was not entitled to have an assistance of a lawyer to defend him in the enquiry and that the delinquent employee was to be defended by a co-employee or by a representative of a registered Trade Union and that the petitioner defended himself and did not utilise the services of a co-employee or a Union representative and that the Petitioner/Claimant signed the relevant counterfoils for the non-accounted remittances and that the petitioner only maintained the scroll and the relevant dates and he acted as cashier at the OTS Extension Counter on 26-10-87, 4-11-87, 11-11-87, 3-2-88 and 5-3-88 respectively and that the time limit prescribed for the disposal of the appeal is only irectory and not mandatory and that the past record will have relevance only when the charges proved would not require the extreme punishment and the punishment of dismissal of the Petitioner/Claimant cannot be said to be disproportionate to the charges proved and that the conduct of the petitioner has impaired the confident of the respondent and hence pray for upholding the order of dismissal of the petitioner and consequently to reject the claim of the petitioner.

28. In Writ Appeal No. 1508/04, the Hon'ble High Court on 10-4-07 has observed in Para 16 & 17 as follows :

> "It is true that P.W. 1 is an expert and he was examined in the presence of the second respondent. In other words, during the entire chief examination, the workman was very well present. In order to get clarification/details from any one, including a lawyer, the Enquiry Officer granted sufficient time and adjourned the enquiry. However, admittedly, even after providing sufficient time, the second respondent did not examine P.W. 1. In the earlier part of our order, we referred to the fact that the workman was permitted to have the assistance of any member of office bearer or a registered Trade Union. The fact remains, he failed to utilise the same. In these circumstances and in view of the factual details and also of the fact he was granted adequate time to get assistance from any one, including his lawyer with regard to the evidence of P.W.1 we are unable to accept the conclusion arrived at by the Tribunal as well as the learned single Judge." It is relevant to point out that out of 14 sittings, he participated in seven sittings. Even in the 14th sitting, the workman has admitted that he had gone through the proceedings recorded on 8-10-1988, 17-10-1988, 31-10-1988, 7-11-1988, 16-11-1988 and 23-03-1989. It is also available from the enquiry proceedings that the Enquiry Officer has informed the Second Respondent that if he so desires, he can very well bring his own handwriting expert as a defence witness. On going through the materials available in the enquiry proceedings and in view of the fact that the workman is not entitled assistance of a lawyer of his choice and also of the fact that in the enquiry he was afforded sufficient time to go through the evidence, particularly the evidence of P.W.1, we are unable to agree with the conclusion of the Tribunal as well as the learned single Judge. On the other hand, we are of the view that in spite of affording sufficient opportunity, the second respondent failed to utilise the same.

Further the Hon'ble High Court in Writ Appeal No. 1508/04 has *inter alia* held that

"There is no specific provision either in the Bye-laws, Circular, Guidelines enabling the Workman to have the legal assistance and having participated on several sittings, the workman abandoned the enquiry after certain stage, and copies of documents were also either supplied or allowed to perused by the workman and already adequate opportunity was given to him, and that it is an exceptional case and the Management/Bank is justified and in approaching this Court even against the order passed in a preliminary issue etc."

29. From the Hon'ble High Court's order passed in Writ Appeal No. 1508/2004 dt. 10-4-2007, it is evident that the Petitioner/Claimant was given the opportunity to have the assistance from anyone and he was also given the sufficient

time to go through the evidence of P.W. 1 and the same was not availed of.

30. Ex. W-1 dt. 1-6-1988 is the report of the Tamil Nadu Forensic Science Laboratory. In Ex. W-1 Report, it is clearly mentioned that the person who wrote the Red enclosed initials, writings and signatures stamped and marked S. 1 to S. 80 also wrote the red enclosed writings and initials similarly stamped and marked Q. 1 to Q. 6. In Ex. W-1' report of the Forensic Science Laboratory, in the reasoning sheet it is mentioned that "S. 1 to S. 80 also wrote the writings and initials marked Q. 1 to Q. 6 and that both the standard questioned writings, initials and signatures have been freely and speedily written and agree cumulatively in the handwriting characteristics on an interse comparison and the characteristic agreements include among other things the following :

1. The manner of terminating the initials, letters 'y', 'd', 'h', 'r' and figures '0', '4'.
2. The skill of writing.
3. The alignment between the letters in the initials and in the words 'Three', 'Thousand'.
4. The location and manner of making 'T', crossing.
5. The connection between the letters in the initials; in the word 'only' and figures '2' and '6'.
6. In the detailed designs, such as the begining and formation of loops and curves in the letters 'J', 'E', 'M', 'h', 'r', 'e', 'd' and figures '2', '8', '3', '4'.

31. According to the Learned Counsel for the Petitioner, in Ex. W1 Forensic Science Laboratory Report dt. 1-6-88 Thiru K. Ramachandran, Asst. Chemical Examiner to Government and Assistant Director Forensic Science Department, Madras-4 and Thiru M. Kasi, Scientific Assistant Gr. I have signed and only Thiru M. Kasi, Scientific Assistant Gr. I was alone examined and the other individual Thiru K. Ramachandran Asstt. Chemical Examiner was not examined in the domestic enquiry and that the Ex. W1 Forensic Science Laboratory report of the Expert dt. 1-6-88 is at best only recommendatory in nature and it should not be relied upon and the said report can only be used for a supportive evidence and the said report is not a conclusive one. In support of his contentions, the Learned Counsel for the petititoner relied on AIR 1973 Supreme Court 2200 between Ram Narain Vs. State of Uttar Pradesh, wherein it is held that :—

> "The opinion of a handwriting expert given in evidence is no less fallible than any other expert opinion. But such opinion is worthy of acceptance if there is internal or external evidence relating to the writing in question supporting the expert's view. The question in each case falls for determination on the Court's appreciation of evidence. AIR 1967 SC 1326 Followed".

32. Thiru M. Kasi, Scientific Assistant Gr. I was examined as P.W. 1 in the domestic enquiry and that he has stated before the Enquiry Officer that the questioned documents are marked as Q1 to Q6 and admittedly genuine signature, initials, and writings are marked S1 to S80 and to a query whether the Forensic Science report was based on the original counterfoils marked as P.Ex. 2 to P.Ex. 40. The answer of the P.W. 1 M. Kasi was yes. As a matter of fact, PW1 Thiru M. Kasi, Scientific Asstt. Gr. I was not cross-examined by the Petitioner/Claimant on 12-9-88.

33. On 19-9-1988 in the fourth Sitting of the Domestic Enquiry the Petitioner/Claimant has stated that he is unable to cross-examin Mr. M. Kasi, P.W. 1. Scientific Assistant, Gr. I of the Forensic Science Department. In the Fifth sitting of the Domestic enquiry dt. 26-9-88, the Petitioner/Claimant requested permission to engage a lawer to complete the enquiry and the enquiry officer has stated that permission to engage a lawyer was refused and that the Claimant was advised several time and that he was directed to participate in the enquiry without a lawyer and the Petitioner was permitted to engage anyone of the union representatives as his defence and that the enquiry was adjourned to 3-10-88. In the Sixth sitting of the Domestic enquiry on 3-10-88, the Petitioner/Claimant was not present and hence the enquiry as adjourned to 17-10-88 and that the petitioner was advised by a letter dt. 3-10-88 to appear for the enquiry. For the seventh sitting on 17-10-88, the Petitioner/Claimant did not turn up, though he acknowledge the receipt of the letter dt. 3-10-88 and that the enquiry proceeded further and Thiru S. Jayaraman was examined as P.W. 2 . P.W. 2 Thiru S. Jayaraman in the Domestic enquiry has stated that he used to send money to the Kovilpatti State Bank and that on 26-10-87, he remitted Rs. 3,000 in the OTS Extension Counter and that he will identify the individual if that person is shown to him and that person who acted as Cashier on that day alone has given the receipt and that on enquiry at Kovilpatti Branch of the bank that he has not received the money he wrote a letter to the Guindy Branch Manager of the Bank and like him Thiru (1) C.J. Paul, (2) Mohnan Pillai (3) Subkaran (4) Toppo who remitted money complained that money was not received at the respective place of destination and they got back the money through the bank.

34. Ex. W.2 to W. 6 are the Counterfoils of the Challans dt. 28-10-1987, 3-2-88, 5-2-88, 4-11-87 and 11-11-87 respectively. As far as the present case is concerned, this Tribunal is of the considered view that inspite of sufficient opportunity given to the petitioner/claimant in the domestic enquiry to cross-examine P. W. 1 Thiru M. Kasi, Scientific Assistant Gr. I the same was not made use of by the Petitioner/Claimant and as such, the Ex. W. 1 Forensic Science Laboratory Expert report dt. 1-6-88 is an unassailable one. Moreover, the non-examination of Thiru K. Ramakrishnan Assistant Chemical Examiner to Government, who signed in the Ex. W. 1 report is not fatal to the case on hand.

35. It is represented on behalf of the Petitioner/Claimant that in Ex. W. 2 to W. 6 Counterfoils viz. Q. 1 to Q. 6 only initials are seen and they are not the signatures of the petitioner/claimant as Cashier. At this juncture, it is to be pointed out that admittedly genuine signatures, initials and writings were marked as S. 1 to S. 80 and the questioned documents were marked as Q. 1 to Q. 6 as spoken to by P.W. 1 Mr. M.Kasi, Scientfic Asst. Gr. I. When Ex. W.1 Forensic Science Laboratory Expert report dt. 1-6-88 speaks of the person who wrote the Red enclosed initials, writings and signatures stamped and marked S1 to S80 also wrote the Red enclosed writings and initials similarly stamped and marked Q. 1 to A6, it is futile to contend otherwise, when that too

P.W. 1 Mr. M. Kasi, Scientific Asstt. Grade I was not cross-examined by the Petitioner/Claimant and therefore, the contention of the Petitioner/Claimant in this regard is not accepted by this Tribunal.

36. Ex. W.73 is the Chargesheet dt. 9-4-88 given to the Petitioner/Claimant alleging acts of misappropriation, involving the Respondent/Bank in serious loss, which are pre judicial to the interest of the bank. In Ex. W.73 dt. 9-4-88 the allegations made against the Petitioner/Claimant are :—

(I) That on 26-10-1987, he received a sum of Rs. 3,000 on behalf of the bank from Shri R. Jayaraman Defence Personnel, attached to Officers' Training School, along with the relative voucher, for effecting a Mail Transfer to Kovilpatti Branch of the bank, for credit of his Savings Bank Account No. 46/8973 and issued the counterfoil immediately and intentionally omitted to put this transaction through his Cash Scroll on that day and thus failed to account for the sum of Rs. 3,000 to the Bank and misappropriated the same.

(2) On 11-11-1987, that he received a sum of Rs. 700 on behalf of the bank from Sub U Toppo, APTC, Officers Training School, Madras-37, along with the relative voucher for affecting a mail transfer to Jehangirabad branch and issued the Counterfoil immediately and intentionally omitted to put the transaction through his Cash Scroll on that day and thus failed to account for the sum of Rs. 700 to the bank and misappropriated the amount.

(3) On 3-2-88, that he received a sum of Rs. 500 on behalf of the bank from Sri B. Mohanapillai, Ground Superintendant, Esstt. Section, Officers Training School, Madars-37 along with the relative voucher for effecting a Mail transfer to the Bank's Quilan Branch and issued the Counterfoil immediately and intentionally omitted to put this transaction through his Cash Scroll on that day and thus failed to account for the sum of Rs. 500/- to the bank and misappropriated the amount.

(4) That on 5-2-88, he received a sum of Rs. 400/- on behalf of the bank, along with relative voucher from Sri C.J. Paul, G.D.Goy, Officers Training School, Madras -37 for effecting a mail transfer to the bank's Tiruchur branch and issued the Counterfoil immediately and he intentionally omitted to put the transection through his cash scroll on that day and thus failed to account for the sum of Rs. 400 to the bank and misappropriated the amount.

In the Explanation Ex.W74 dt.16-4-1988 the Petitioner/Claimant has interalia stated that when he perused the relative challan, he found that they did not bear his initials and that he was not aware as to how the incidents cited had happended. It is significant to point out that Ex. W-74 explanation dt. 16-4-1988, submitted by the Petitioner/Claimant he has stated that he was appointed as a Messenger in the year 1971 and he appeared for the Promotional test in 1982 and came out successful and then he was posted as a cashier at Guindy Branch where he was discharging his duties deligently and sincerely, Ex. W-75 is the charge sheet dt. 14-5-88 issued by the Respondent/Bank to the petitioner/Claimant alleging that on 4-11-1987 while the petitioner was working as Cashier at OTS Extension Counter of the Respondent/Bank attached to Guindy Branch, he received a sum of Rs. 1,800 on behalf of the Bank from Sri Shubkaran, G. D. Goy, OTA, Madars-37, along with the relative voucher for affecting a mail transfer and issued the Counterfoil immediately and that he intentionally omitted to put the transaction through his Cash Scroll on that day and thus failed to Account for the sum of Rs. 1,800 to the bank and misappropriated the same etc.

37. Ex. M.1 Xerox copy of complaint from Mr. Jayaram which was recived by the Respondent/bank, Guindy branch on 21-12-1987. In the said letter of complaint, the constituent of the bank Thiru Jayaraman has stated that he remitted Rs. 3,000 in SBI, Guindy OTS Extention Counter Branch on 26-10-1987 and that the same was not received at the Kovilpatti Branch of the respondent bank and requested the Branch Manager, to look into the matter. Ex.M.2 is the suspense account Debit Voucher for Rs. 1800 dt. 20-5-1988. By Ex. M2, the Respondent/Bank has refunded the sum of Rs. 1800, which sum which was earlier remitted by Shubkaran. Ex. W66 is the letter dt. 9-5-88 of Shubkaran addressed to the Respondent/Bank, Guindy branch OTA Extention Counter, Madras-37 wherein it is stated that he deposited a sum of Rs. 1800 on 4--11-87 for sending a mail transfer to SBI, Damtel to credit in his Account No. 20248 and on enquiry, he was informed that the M.T. for Rs. 1800 was not yet received by the bankers and the amount was not credited by the bankers in his account and requested for the amount to be paid to him at the earliest. In Ex. W66 Xerox copy of complaint of Mr. Shubkaran dt. 9-5-88, it is seen that there is an endorsement that 'no entry in OTS Scroll for Rs. 1800'. Ex. W65 is the Xerox copy of Respondent bank's Guindy branch Debit OTS Cash balance account dt. 26-10-87 for Rs. 50000 only. Ex. W53 is the complaint dt. 21-3-88 received from Sub U. Toppo, APTC Officers Training Academy Madras-37 addressed to the Manager, State Bank of India, Guindy branch, Chennai, wherein it is mentioned that he deposited Rs. 700 in the Respondent/Bank for M.T. in favour of Account No. 48/72-NC1178 Mrs. Philomena Toppo SBI, Jehangrabad, Bhopal on 11, Nov. 1987 and that it is not a matter of regret that this particular amount was not credited so far in the above mentioned account etc. Ex. W63 is the Banker's cheque dt. 21-4-88 issued in favour of U. Toppo for Rs. 700; Ex. W64 is the Banker's cheque issued by the Respondent/Bank in favour of Mr. Shubkaran for Rs. 1800 dt. 20-5-88.

38. Ex. W52 is the letter of Mr. C.J. Paul dated 11-3-88 addrssed to the Guindy branch of the Respondent/

Bank, wherein it is mentioned that a sum of Rs. 400 remitted on 5-2-1988 by Mail Transfer through OTS Extension Counter to Tiruchur branch for credit of S.B. Account No. 038/8677 has not reached the constituent's mother Mrs. C.C. Thandamma. Ex. W50 is the banker's cheque dt. 14-3-1988 in favour of Mr. C.J. Paul, for Rs. 400 issued by the Respondent/Bank. Ex. W51 is the letter of Mr. B. Mohananpillai dt. 24-2-88 addressed to the Manager of the Respondent/Bank (OTA Extension Counter), Madras-37 wherein it is mentioned that a sum of Rs. 500 sent in Mail transfer to the State Bank of India, Quilan Main branch, A/c No. 36481/821 name B. Unnikrishnan on 3-2-88 through State Bank of India, OTA Extension Counter and till 19-2-88 the money was not credited into the above said account. Ex. W49 is the Telegraphic transfer application in favour of Mr. B. Unnikrishnan, dt. 14-3-88 issued by the State Bank of India, Guindy branch, wherein it is mentioned that Rs. 500 was remitted on 3-2-88 at OTA Extension Counter by B. Mohanan Pillai, now sent to beneficiary by T.T. Ex. W48 is the banker's cheque dt. 14-3-88 issued in favour of Mr. R. Jayaraman for Rs. 3000 by the State Bank of India, Guindy branch, Madras. Ex. W27 to W39 are the Cashier's Receipt Scroll Xerox copies dated 1-8-87, 10-8-87, 10-8-87, 13-8-87, 13-8-87, 14-8-87, 14-8-87, 14-8-87, 21-8-87, 27-8-87, 17-12-87 and 17-12-87 respectively. Ex. W54 is the Cashier's payment scroll page 19 is dated 6-11-1987. Likewise, Ex. W54 to W64 are the Cashier's payment Scroll relating to P. 19, P. 21, P. 22, P. 23, P. 27, P. 29, P. 31, P. 33, P. 15, on different dates ranging from 6-11-87.

39. The learned counsel for the Petitioner submits that enquiry report is a document and that the Enquiry Officer in his report should indicate the conclusions exactly and also to spell out the reasons for coming to the said conclusion and in support of his contentions placed reliance on the decision 1964 S.C.R. p. 506 between Khardah Co. Ltd. Vs. Their Workmen, wherein it is held as follows :

> "It is the duty of the Enquiry Officer in an industrial enquiry to record clearly and precisely his conclusions and to indicate briefly the reasons therefor so that the Industrial Tribunal can judge whether they are basically erroneous or perverse."

40. The learned counsel for the Petitioner drew the attention of this Tribunal to the decision 1969 I S.C.R. 735 Central Bank of India Ltd., New Delhi *Vs.* Shri Prakash Chand Jain, wherein it is observed as follows :

> "A domestic tribunal though not bound by the technical rules about evidence contained in the Indian Evidence Act cannot ignore substantive rules which would form part of principles of natural justice. The principle that a fact sought to be proved must be supported by statements made in the presence of the person against whom the enquiry is held and that statements made behind the back of the person charged are not to be treated as substantive evidence, is one of such basic principles which a domestic tribunal cannot disregard. The previous statement of a witness is not substantive evidence unless affirmed as truthful by the witness when actually examined in the presence of the workman charged. A finding by the domestic tribunal based not on substantive evidence but on hearsay, is perverse, because hearsay is not legal evidence. (743 C-E; 745 G-H)".

41. The learned counsel for the Respondent/Bank urges that in Domestic enquiry, the nature of evidence required is one of preponderance of probabilities and in support of his contention, reliance was placed on the decision (2005) 3 SCC 241 @ 253, Cholan Roadways Ltd. Versus G. Thunanasambandam, wherein it is held as follows :

> "It is now well settled that a quasi-judicial authority must pose unto itself a correct question so as to arrive at a correct finding of fact. A wrong question posed leads to a wrong answer. In this case, furthermore, the misdirection in law committed by the Industrial Tribunal was apparent insofar as it did not apply the principle of *res ipsa* loquitur which was relevant for the purpose of this case and, thus, failed to take into consideration a relevant factor and furthermore took into consideration an irrelevant fact not germane for determining the issue, namely, that the passengers of the bus were mandatorily required to be examined. The Industrial Tribunal further failed to apply the correct standard of proof in relation to a domestic enquiry, which is 'preponderance of probability' and applied the standard of proof required for a criminal trial. A case for judicial review was, thus clearly made-out."

42. In the case on hand, the constituent Mr. Shubkaran was not examined as witness in the domestic enquiry. According to the learned counsel for the Respondent/Bank, the bank need not examine its customer to prove the charges and cited the decision (2000) (2) LLJ p. 1373 State Bank of India and Tarun Kumar Banerjee and Others, wherein it is observed as follows :

> "The circumstances like non-examination of a customer of the Bank or non-production of an alleged confessional statement, on which the Tribunal placed reliance were irrelevant, the Supreme Court added."

43. It is represented on behalf of the Respondent/Bank that the burden of proof rests on the Petitioner/delinquent based on the explanation/stand taken by him and in this regard the Respondent/Bank relied on the decision AIR 1997 (SC) 2274 Orissa Mining Corporation and another Vs. Ananda Chandra Prusty, wherein it is held as follows :

> "In a disciplinary or a departmental inquiry, the question of burden of proof depends upon the nature of charges and the nature of explanation put forward by the delinquent officer. In this sense, the learned counsel for the appellant may be justified in complaining that the standard of proof stipulated by the High Court in this case sounds inappropriate

to a disciplinary inquiry. At the same time we must say that certain observations made by the inquiry officer in his report do lend themselves to the criticism offered by the High Court.

"On a consideration of the totality of the facts and circumstances of the case including the nature of charges we are not inclined to interfere in the matter. The position with respect to burden of proof is as clarified by us hereinabove *viz.*, that there is no such thing as an absolute burden of proof, always lying upon the department in a disciplinary inquiry. The burden of proof depends upon the nature of explanation and the nature of charges. In a given case the burden may be shifted to the delinquent officer, depending upon his explanation. For example take the first charge in this case. The charge was that he made certain false notings on account of which loans were disbursed to certain ineligible persons. The respondent's case was that those notings were based upon certain documents produced and certain records maintained by other employees in the office. In such a situation it is for the respondent to establish his case. The department is not expected to examine those other employees in the office to show that their acts or records could not have formed the basis of wrong notings made by the respondent."

44. The Learned Counsel for the Respondent/Bank invited the attention of this Tribunal to the decision 2005 (3) SCC p. 254, Divisional Controller, KSRTC (NWKRTC) Vs. A.T. Mane, wherein it is observed as follows :

"Labour Law — Penalty/Punishment — Misappropriation of funds by delinquent employee — Punishment that may be awarded — Factors to be considered — Loss of confidence as the primary factor and not the amount of money misappropriated — Scope of Judicial review — Sympathy or generosity as a factor — Impermissibility — Held, when an employee is found guilty of misappropriating a Corporation's funds, there is nothing wrong in the Corporation losing confidence or faith in such an employee and awarding punishment of dismissal — In such cases there is no place for generosity or misplaced sympathy on the part of the judicial forums and interfering therefor with the quantum of punishment — Service Law — Industrial Disputes Act, 1947 — S. 11."

45. The Learned Counsel for the Respondent/Bank submits that the petitioner/claimant as Cashier was holding the position of Trust where honesty and integrity are the elementary requirements of functioning and in as much as the petitioner/employee has committed serious misconduct he should be dealt with firmly and sympathy should not be shown to him. In support of his aforesaid contention, the learned Respondent/Bank's Counsel relied on 2007 LLR p. 1 State Bank of India and others Vs. Ramesh Dinkar Punde, wherein it is held as follows :

"Dismissal — From service after holding enquiry — Respondent, a bank — Officer, was a party to the fraud — He has failed to apply the material information to protect the interests of the bank — Respondent challenged his dismissal by filing a Writ Petition — On a reappraisal of the evidence. The High Court set aside the orders of the Disciplinary authority and the appellate authority — SLP filed by the bank — Accepted by the Apex Court — It was impermissible for the High Court to re-appreciate the evidence considered by the Enquiry Officer, disciplinary authority and the appellate authority — The findings of the High Court ran to the teeth of the evidence on record — Officer of the bank holding position of trust deserved no leniency in punishment — Active connivance of the respondent was clear in the issue of term deposit receipts to individuals against funds received from Trust and in providing overdraft facilities to the individuals — Not only on law but on facts also the High Court erred by interfering with the dismissal of the respondent from service — State Bank of India Officers Service Rules, Rule 32(4)."

46. The Learned Counsel for the Respondent/Bank cited the decision 1999 (2) LLJ p. 194, Management of Catholic Syrian Bank Ltd. and Industrial Tribunal, Madras-104 and another, wherein it is held as follows :

"Industrial Disputes Act, 1947 — Sec. 11-A Powers of Industrial Tribunal to interfere with quantum of punishment — Clerk in Bank dismissed from service on proved misconduct of crediting his account with money that should have been credited to account customer and withdrawing such money and utilising for himself —Industrial Tribunal directing reinstatement of employee with continuity in service and 50% of back wages because punishment was harsh and misproportionate to gravity of proved misconduct-finding that employee committed fraud on customer was established in Domestic Enquiry and same was not questioned before Industrial Tribunal–Confidence of customer is permanent for success of Banking business-Continuing in employment a person who committed fraud on customers would be prejudicial to interest of bank–Industrial Tribunal is Judicial Forum who records conclusions based on findings and available relevent materials–Discretion vested in Tribunal to interfere with quantum of Punishment should be properly exercised by discharging its functions judicially–Discretionery power does not mean Licence to direct reinstatement even where it is not warranted and to set aside order of Dismissal when records do not warrant such setting aside of Order of Dismissal–Industrial Tribunal cannot interfere with quantum of punishment if proved misconduct is grave in nature warranting dismissal from service discretionary powers to interfere with quantum of punishment can be exercised only when it is established that proved charges and penalty imposed are not proportionate to each other after

considering all aspects–Failure to consider past conduct by itself is not sufficient to hold order of Dismissal as not warranted where proved misconduct is grave–employee cannot claim right to commit fraud during course of employment–Employee should maintain such ethical standards embodied in Rules and Regulations–Ethical satandards cannot be abondones on plea that Justice should be rendered with mere employee should maintain minimum standard of integrity–Award of reinstatement and back wages to workman who did not maintain minimum standard of integrity would amount to rewarding fradulent and dishonest conduct and would be nocking at integrity and honesty of majority of workmen–Order of dismissal cannot be invalidated on ground of sympathy where such sympathy would be misplaced because of proved grave misconduct of fraud committed by employee". .

47. The Respondent's Counsel placed reliance on the decision 2004 (2) LLJ 423, Francis Vincent Neelankovil, Trichur and Industrial Tribunal, Madras and another, wherein it is observed as follows :

"The High Court observed the appellant's misconduct could not be treated as a case of mere temporary misappropriation. He firstly made a false document and on that basis made a false representation to the bank's customer, cheated him, and in the process made unlawful gain of Rs. 500 (to) himself and on the top of it had falsely claimed that he had returned the money even before the enquiry began.

**The Tribunal's award was a unique piece of thinking the High Court said, and was rightly interfered with by the single judge.

**In conclusion the High Court said here the appellant was working as a bank clerk holding a position of 'trust' he not only abused that position but went on to drive nails to his couffin by making one false representation after another."

48. The Counsel for the Respondent/Bank relied on the decision 2000(2) LLJ p. 1395 Janatha Bazaar South Central Co-operative Wholesale Stores Ltd. & Others. and Secretary, Sahakari Noukarara Sangha & Others, wherein it is held as follows:

"The Supreme Court observed that the finding of the Labour Court, confirmed by the Single and the Division Bench, was that the charges against the four workmen (employees) for breach of trust and misappropriation of funds entrusted to them had been established. After giving the said finding, the Labour Court (as well as the High Court) materially erred in (a) setting aside the order of the (appellant) Management which removed them from service and in (b) directing their reinstatement with 25% back wages. Once act of misappropriation was proved, there was no question of showing uncalled for sympathy to the workmen or of considering their past (unblemished) record."

49. The Learned Counsel for the Respondent/Bank cited the decision (2003) 3 Supreme Court Cases 605, Regional Manager U.P. SRTC, Etawah, and others, Vs. Hoti Lal and Another, wherein it is observed as follows :

"Service Law–Misconduct–Penalty/Punishment–Scope of judicial review of–Test of proportionality–Held, is very limited and restricted to exceptional cases –The Court must give reasons for holding the punishment to be not commensurate with the charges–A mere Statement that the punishment was disproportionate, would not suffice–Not only the amount involved, but the mental setup, the type of duty and similar relevant circumstances have to be taken into consideration to decide, the proportionality of the punishment–If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, held, the matter should be dealt with iron hands and not leniently–Hence, termination of the service of a bus conductor for carrying ticketless passengers in the SRTC bus, upheld–That such misconduct had caused to the State only a loss of Rs. 16, inconsequential."

50. The Respondent/Bank's Counsel drew the attention of this Tribunal to the decision (2006) 1 Supreme Court Cases 63 Karnataka Bank Ltd. Vs. A.L. Mohan Rao, wherein it is held as follows:

"Labour Law – Penalty/Punishment – Proportionality–Scope of judicial review–Sympathy as a factor–Fictitious loan–Respondent charged with gross misconduct of colluding with a Branch Manager in grant of–In enquiry, respondent admitting that he did all the acts necessary for grant of said loan, knowing that he had no authority to do any of the acts, and being dismissed on being found guilty–Labour Court/Tribunal dismissing claim of respondent–However, Single Judge of High Court allowing Writ Petition and ordering reinstatement even though it found that misconduct proved on sympathetic grounds–Impremissibility–Held, a gross misconduct of this nature does merit dismissal–It cannot be seen what other type of misconduct would merit dismissal–It is not for courts to interfere in cases of gross misconduct of this nature with decision of disciplinary authority, on any mistaken notion of sympathy, so long as inquiry has been fair and proper, and misconduct proved–In such matters it is for disciplinary authority to decide what is the fit punishment."

51. It is to be pointed out that to judge the validity of any administrative order or Statutory discretion, or the Wednesbury Test is to be applied to find out if the decision was illegal or suffered from procedural improprieties or was one which no sensible decision–make her could, on the material before him and within the frame work of the law have arrived at and that the court could consider whether the relevant matters were not taken into account or whether irrelevant matters had been taken into account

or whether the action was not bonafide, besides considering whether the decision was absurd or perverse and the Court would not however, go into correctness of the decision made by the administrator among the various options open to him nor could the Court substitute its decision to that of the administrator.

52. At this juncture, it is quite apt to cite the decision 1996 I LLJ p. 1231 @ p. 1235 between B.C. Chaturvedi and Union of India & Ors. wherein it is observed as follows :

"Judicial review is not an appeal from a decision but a review of the manner in which the decision is made. Power of Judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eye of the Court. When an enquiry is conducted on charges of a misconduct by a public servant, the Court/ Tribunal is concerned to determine whether the enquiry was held by a competent officer or whether rules of natural justice are complied with. Whether the findings or conclusions are based on some evidence, the authority entrusted, with the power to hold enquiry has jurisdiction, power and authority to reach a finding of fact or conclusion. But that finding must be based on some evidence. Neither the technical rules of Evidence Act nor of proof of fact of evidence as defined therein, apply to disciplinary proceeding. Then the authority accepts that evidence and conclusion receives support therefrom the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charge. The Court/ Tribunal in its power of judicial review does not act as appellate authority to reappreciate the evidence and to arrive at its own independent findings on the evidence. The Court/Tribunal may interfere where the authority hold the proceedings againt the delinquent officer in a manner inconsistent with the rules of natural justice or in violation of statutory rules prescribing the mode of enquiry where the conclusion or binding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/Tribunal may interfere with the conclusion of the finding and mould the relief so as to make it appropriate to the fact of each case".

53. Admittedly, the disciplinary authority is the sole judge of facts. Where appeal is presented, the appellate authority has co-extensive power, to reappreciate the evidence or the quantum of punishment. In the disciplinary inquiry the strict proof of legal evidence are not relevant and adequacy of evidence of reliability of evidence, can not be permitted to be raised before the Tribunal, in the considered opinion of this Tribunal.

54. In 1964 II LLJ p.150 @ 154 State of Andhra Pradesh and others and Shri Rama Rao (S), it is held as follows:

"There is no warrant for the view expressed by the High Court that in considering whether a public officer is guilty of the misconduct charged against him, the rule followed in criminal trials that an offence is not established unless proved by evidence beyond reasonable doubt to the satisfaction of the Court, must be applied, and if that rule be not applied, the High Court in a petition under Art. 226 of the Constitution is competent to declare the order of the authorities holding a departmental enquiry invalid. The High Court is not constituted in a proceeeding under Art. 226 of the Constitution a Court of appeal over the decision of the authorities holding a departmental enquiry against a public servant it is concerned to determine whether the enquiry is held by an authority competent in that behalf, and according to the procedure prescribed in that behalf, and whether the rules of natural justice are not violated. Where there is some evidence, which the authority entrusted with the duty to hold the enquiry has accepted and which evidence may reasonably support the conclusion that the delinquent officer is guilty of the charge, it is not the function of the High Court in a petition for a writ under Art. 226 to review the evidence and to arrive at an independent finding on the evidence. The High Court may undoubtedly interfere where the departmental authorities have held the proceedings against the delinquent in a manner inconsistent with the rules of natural justice or in violation of the Statutory rules prescribed the mode of enquiry or where the authorities have disabled themselves from reaching a fair decision by some considerations extraneous to the evidence and the merits of the case or by allowing themselves to be influenced by irrelevant considerations or where the conclusion on the very face of it is so wholly arbitrary and capricious that no reasonable person could ever have arrived at that conclusion, or on similar grounds. But the departmental authorities are, if the enquiry is otherwise properly held, the sole judges of facts and if there be some legal evidence on which their findings can be based, the adequacy or reliability of that evidence is not a matter which can be permitted to be canvassed before the High Court in a proceeding for a writ under Art. 226 of the Constitution".

55. As a matter of fact, it is a well settled principle that even though judicial review of administrative action should remain flexible and its dimentions is not closed, yet it must be borne in mind that the Judicial Review is directed is not against the decision, but is confined to the examination of the decision-making process, of course, irrationality and perversity recognised grounds of judicial review, in the considered opinion of this Tribunal.

56. It cannot be again said that the opinion of a handwriting expert is not conclusive, still it cannot be brushed aside so lightly. The Tribunal can form its opinion in repect of the disputed handwriting either on the opinion of handwriting expert or on the opinion of the person acquainted with the handwriting. For confirming an opinion, the opinion of an individual specially skilled to

identify the hand writing may be obtained, opinion of a specially skilled individual having scientific knowledge could be accepted.

In general, an expert may give evidence in chief as to the grounds on which he has reached his opinion and it may be said that without the grounds, the opinion is valueless (Phipson, 12th Ed. SS 1207& 1266).

57. When the handwriting expert given his opinion the Court must see for itself and with the assistance of expert come to his own conclusion whether the two writings are of the same person as per decision AIR 1984 NOC 77All. Ramprasad Vs. Shyamlal.

58. Generally, the characteristics of handwriting of an individual should have been taken into consideration and such characteristics cannot be determined with the aid of admitted signatures.

59. It is significant to point out that Lord Haltom in Chief Constable of the North Wales Police Vs. Evans, 1982 (3) ALL.ER has observed as follows :

> "The purpose of Judicial Review is to ensure that the individual receives fair treatment, and not to ensure that the authority, after according to fair treatment, reaches, on a matter which it is authorised by law to decide for itself, a conclusion which is correct in the eyes of the Court."

In Govt. of Tamil Nadu and another Vs. A. Rajapandian 1995(1) LLJ P.953 @954, it is held that

> "Administrative Tribunal cannot reappreciate the findings recorded before the Inquiry Authority and reach different conclusions of its own evoluation of evidence. The administrative Tribunal does not sit as Appellate authority over the findings of Inquiry Authority."

60. In 1972 I LLJ p.1 @ p. 6 between Union of India and Sardar Bahdur , Wherein it is observed that

> "A disciplinary proceedings is not a criminal trial. The standard of proof required is that of proponderance of probability and not proof beyond reasonable doubt. If the inference that Nandakumar was a person likely to have official dealings, with the respondent was one which reasonable person would draw from the proved facts of the cases ,the High Court cannot sit as a Court of Appeal over a decision based on it. Where there are some relevant materials which the authority has accepted and which materials may reasonably support the conclusions that the officer is guilty , it is not the function of the High Court, exercising its jurisdiction under Article 226 to review the materials and to arrive at an independent finding on the materials. If the enquiry has been properly held the question of adequacy or reliability of evidence cannot be canvassed before the High Court".

61. It is to be borne in mind that the principles of natural justice do not supplant the law but supplement it. As a matter of fact, the authority must act in good faith and not arbitrarily but reasonably as per decision AIR 1979 SC 1302 Mahabir Prasad V. State.

At this Juncture, this Tribunal opines that no one is bound to attend an enquiry against himself and therefore, an employer cannot compel an employee to attend an enquiry and if an employee does not attend the enquiry, then it can be held Exparte.

62. It cannot be again said that no rigid procedure is prescribed to conduct an enquiry. Yet some minimum standards of procedure which are recorded as rules of Natural Justice has to be followed as per decision 1968 II LLJ p.94 between Palani (k) Vs. S. F. Vellore Electricity System.

63. In order to come to a conclusion in regard to whom the legal burden rests in addition to substantive law, the pleading of the parties along with the documents that are produced and the admission if any pertaining to such documents will have to be taken into account as per decision AIR 1976 Del. 70/M/s. Surajbhan Kailash Chand V. Hari Shanker Vashist.

64. Each circumstances relied upon by the prosecution must be established by cogent, reliable and succint evidence, the circumstances must be of an incriminating character. All the proved circumstances should provide a complete chain, no link of which should be missing and they must unequivocally point to the guilt of the delinquent and exclude any hypothesis consistent with his innocence as per decision (1980) I SCC 530 Pahalye Morya Valvi Vs. State of Maharashtra.

65. It is well established principle that when the opposite party declines to avail himself of the opportunity to put his essential and material case in cross-examination, it must follow that he believes that the testimony given could not be disputed at all and this is the rule of Essential Justice.

66. As a matter of fact, in domestic enquiry, guilt need not be established beyond reasonable doubt, proof or his conduct may be sufficient as per decision J.D. Jain Vs. State Bank of India 1982 LLR p.8(9) Sc.

67. It is relevant to point out that in the definition of 'dishonestly' the intention to cause wrongful gain or loss is an essential ingredient. Under Sec. 23 of I.P.C. an individual is said to gain wrongfully, when he retains wrongfully. To do any act 'dishonestly' is a grave misconduct on the part of an employee holding responsible position. The term 'misconduct' is an act which is inconsistent with the fulfilment of express or implied conditions of service, in the considered opinion of this Tribunal.

68. The term wrongful gain is the gain by unlawful means of property to which the person gaining is not legally entitled.

69. The 'wrongful loss' is the loss by unlawful means of property to which the person losing is legally entitled. As a matter of fact, a misconduct affects morality under which it includes dishonesty, theft, or fraud, disloyalty, damage to property or reputation of the Employer/ Company, in the considered opinion of this Tribunal.

70. For committing any fradulent act one has to be dishonest but for being dishonest, there may not be any need to became a fraud. Acts of dishonesty or fraud constitute misconduct of grave nature.

71. According to the learned Counsel for the petitioner the Petitioner/Claimant was on duty at the relevant point of time but that will not make the Petitioner/ Claimant liable for the charges levelled against him and that none of the witnesses have identified the petitioner/ claimant, in the domestic enquiry.

72. It is represented on behalf of the petitioner, claimant that P.W. 2 Thiru R. Jayaram in the domestic enquiry has stated that he remitted the money to the person who acted as Cashier on that day and that the said person gave him the receipt. As a matter of fact, P.W. 2 Thiru R. Jayaram has stated that he will identify the person if he is shown to him. P.W. 2 Thiru R. Jayaram in the domestic enquiry has also stated that he remitted Rs.3,000 on 26-10-87 at the OTS Extension counter for which he was given the receipt. It is to be pointed out that the sum of Rs.3,000 remitted by P.W. 2 Thiru R. Jayaram was not given credit to his account at the Kovilpatti branch and when he enquired about the same at the Kovilpatti Bank branch he came to know about the same.

73. P.W. 6 Thiru J. Damodaran, officer of the bank, before the Enquiry Officer in the domestic enquiry has stated that the petitioner/claimant was deputed to the OTS Extension Counter to work as Cashier and he has identified the signature on the reverse of debit vouchers on account of OTS Cash balance account of Guindy Branch to that of Thiru K.Ibrahim, Cashier. P.W. 6 Thiru J.Damodaran, officer of the bank has stated that the letter dt.9-5-88 was signed by Thiru Shubkaran and that he remitted Rs. 1,800/-and in the Counterfoil the date is mentioned as 4-11-87 and that the letter dt.11-3-88 was signed by Thiru C. J. Paul and in the Counterfoil dt. 5-2-88 the applicant's name is Thiru C.J.Paul and that the Counterfoil contains the cash receipts stamped of OTS Extension Counter, signature of the Cashier Thiru K. Ibrahim and that the individuals Thiru Shubkaran and C.J.Paul wrote letters to the bank since the money remitted by them were not properly accounted for.

74. It is the case of the Petitioner/Claimant that he used to take Lunch between 1.30 P.M. and 2.00 P.M. and during that time Thiru J. Damodaran (Official) used to take care of his counter which will be opened and that the Claimant will handover the keys of his counter to Thiru J. Damodaran before going for lunch every time, and that after lunch the Claimant/Petitioner used to carry on his work at the Counter without taking over. P.W.6 Thiru J.Damodaran has stated in his evidence before the Enquiry Officer in the domestic enquiry, the Cashier Thiru K. Ibrahim, the Petitioner/Claimant will go for his lunch and carry on his work from where he left and the contention of the claimant that his counter is manned by him is absolutely baseless and normally at 1.30 P.M. the Counter used to be crowded with the OTA cadres and all the Official Incharge and Clerk used to be busy in getting the Vouchers posted and passed and making it ready for eventual payment by the Cashier.

75. In short, the case of the Petitioner/Claimant that the Cash Counter will be manned by Thiru J. Damodaran during lunch break, in the absence of the petitioner/claimant is rebutted by P.W. 6 Thiru J. Damodaran. At this juncture, it is pertinent to point out that in Ex. W.74 dt.16-4-88 Explanation submitted by the Petitioner/Claiment he has not mentioned anything about P.W.6 Thiru J. Damodaran but only *inter alia* mentioned that he perused the relative challan and found that they did not bear his initials and that he was not aware as to how the incidents cited had happened.

76. On behalf of the petitioner, it is contended that the Respondent/bank should have compared the signatures of Thiru J. Damodaran and others and the non-comparison of the Signatures of Thiru J. Damodaran and others has resulted in denial of justice to the petitioner. As a matter of fact, it is not the case of the Petitioner/Claimant that Thiru J. Damodaran, P.W.6 has misappropriated the amounts in question or not accounted for the said sums. From a perusal of the Ex.W.76 Enquiry Proceedings relating to the Petitioner/Claimant, in the enquiry held on 22-8-88 it transpires that the petitioner/claimant has given a reply before the Enquiry Officer Thiru W.S. Jayapaul that he is going to represent his case by a representative from State Bank of India Staff Union and as the time was insufficient to arrange for his representation he could not do so. In the Second sitting on 29-8-88, the Petitioner/Claimant has informed the Enquiry Officer Thiru W.S. Jayapaul that so far he was not favoured with the copies of documents or the list of witnesses from the prosecution side and therefore once again made a request of furnish the copies so as to enable him to arrange and prepare his defence and the Enquiry Officer has advised Presenting Officer Tr. S. Sethumadhavan to provide the copies of the documents to the petitioner/claimant and that the Presenting Officer was also to open the case simultaneously. The Petitioner/ Claimant has prayed for adjoining the enquiry on the ground that he received the documents now only and at the request of the Petitioner, the enquiry was adjourned. In the third Sittings on 12-9-88, the Petitioner/Claimant stated before the Enquiry Officer that union defence representative was not available at present to defend his case and the Claimant/ Petitioner prayed for permission to arrange a lawyer instead of union representative and for that the Enquiry Officer informed the petitioner that in the domestic enquiry permession could not be granted for engaging a lawyer as Defence representative and thereafter the petitioner informed the Enquiry Officer that he will carry on with the case. P.W.1 Thiru M. Kassi, Scientific Asstt. Gr. I on 19-9-88, Fourth sitting was not cross-examined by the claimant/petitioner Thiru K. Ibrahim because of his inability and that the enquiry was adjourned to 26-9-88. Even on

26-9-88, the petitioner prayed for a permission to engage a lawyer to complete the enquiry and the Enquiry Officer informed the petitioner that permission to engage a lawyer was refused and the petitioner was advised several times in this regard and adjourn the enquiry on 3-10-88. On the Sixth sitting on 3-10-1988 the petitioner/claimant did not present himself for enquiry and enquiry was adjourned to 17-10-88. On 17-10-88 for the Seventh sitting, the petitioner did not turn up and the Presenting Officer Thiru Sethumadhavan was advised to proceed further in this case by the Enquiry Officer and thatThiru R. Jayaram was examined on that date.

77. P.W. 4 Thiru U. Toppo was examined on 7-11-88, in the Nineth sitting of the domestic enquiry. For the Nineth sitting on 7-11-88, the petitioner/claiment Thiru K. Ibrahim did not turn up. P.W. 4 Thiru U.Toppo has stated before the Enquiry Officer that his sttaff has written the letter and he has signed the same and that he remitted Rs. 700/- on 11-11-87 in OTA Extention Counter and Rs. 700/- remitted was for mail transfer to family favouring Tmt. Philomena, S.B. A/c.No.48/72 State Bank of India, Jhangirabad, Bhopal and he got the Counterfoil from the Cashier duly signed and stamped and he have the amount to the Casher in the Counter and obtained the receipt for Rs. 700/- and when his family asked the Respondent/Bank at Jhangirabad, about the remittance of Rs. 700/- made by him, they replied that no remittance was received and then he write a letter and asked his friend to give it to the bank because at that time he was in Gwalior and that bank required him to produce the counterfoil which he did and the bank gave him a cheque for Rs. 700/- and he received amount through OTA on 22-4-88. For the 10th sitting on 14-11-88 in the domestic enquiry the Petitioner/ Claimant Thiru K. Ibrahim did not turn up. Thiru S. Chandrasekaran, Cash Officer was examined as P.W.5 on 14-11-1983. In the 11th sitting, on 6-2-89 when P.W.6 Thiru J. Damodaran, Officer of the bank was examied,the claimant/ petitioner Thiru K. Ibrahim attended the enquiry. When the petitioner Thiru. K. Ibrahim was asked by the Enquiry Officer whether he wished to cross-examine P.W.6 Thiru J. Domodaran, and he replied 'No' Sir and said that one key was always available with the Postmaster OTS during the tenure of PW 6 J. Damodaran and the stamps used in OTS counter was kept in the OTS counter itself and Thiru J.Demodaran used to take care of Cash Counter, during his lunch breaks and this was denied as baseless by P.W.6 Thiru J.Demodaran stating that normally at 1.30 P.M. the counter used to be crowded with OTA cadres and all the officials incharge and clerk used to be busy in getting vouchers posted and passed and making it ready for eventual payment by the Cashier. In the 12th sitting on 20-3-1989 Domestic enquiry Thiru K.Ibrahim, the petitioner did not turn up and P.W.7 Thiru C. J. Paul was examined. P.W.7 Thiru C.J.Paul has stated before the Enquiry Officer that he remitted Rs.400/- on 5-2-88 by Mail transfer for credit of his mother's Account No.38/8677 at Tiruchur and his mother's name is Smt. Thandamma and he remitted the said amount in OTA Extension Counter on 5-2-88 and receipts for Rs.400/- was issued to him by the bank and since he get a letter from the mother's stating that the money did not reach at Tiruchur he gave a letter to the bank and after 2 days he got the refund of Rs. 200/- at Officers Training Academy. In the 13th sitting on 22-6-89, Thiru K. Ibrahim petitioner was present and informed the Enquiry Officer that he has no proposal to produce any witnesses on his behalf nor he would like to be examined himself as a witness and the Enquiry Officer proposed to conclude the enquiry after giving another final chance to the petitioner/Claimant Thiru K. Ibrahim to defend himself and decide to conduct the next sitting on 26-5-89 at 10.30 A.M. at Guindy branch. In the 14th sitting on 26-6-89, the petitioner/claimant Thiru K. Ibrahim was present. The Petitioner/Claimant informed the Enquiry Officer that since he was unable to explain and defend himself, once again requested permission to fix a lawyer's defence and the Enquiry Officer informed the petitioner Thiru K. Ibrahim that he was already advised in the domestic enquiry permission could not be granted for engaging a lawyer as his defence repersentative and thereupon the petitioner/claimant informed the Enquiry Officer that if it was so he was helpless and he has nothing to say etc. A perusal of Ex. W76 Enquiry proceedings normally show that the Petitioner/Claimant was given due and adequate opportunity in the domestic enquiry, in the considered opinion of this Tribunal. Except Thiru Shubkaran all other constituents were examined as witnesses in the domestic enquiry and the Respondent/ Bank has paid back the money to the constituents. In short, the witnesses P.W.1 to P.W.7 examined in the domestic Enquiry before the Enquiry Officer were not cross-examined by the petitioner/claimant. Moreover, the Hon'ble High Court in its order dt. 10-4-2007 in W.A.No. 1508/04 has obsered *interalia* that the petitioner/claimant having participated on several sittings, he abandones the enquiry after certain stage and copies of documents were also either supplied or allowed to be perused by the workman and already adequate opportunity was given to him. Therefore, it is not correct to state that documents were marked hurriedly in the domestic enquiry, in the considered opinion of this Tribunal.

78. Ex. W. 77 is the findings of the Enquiry Officer, in Ex. W77 findings of the Enquiry Officer, the Enquiry Officer for charge No.1 has observed that the petitioner/ claimant was on duty on 26-10-87 as evidenced by receipts for payments scroll dt. 26-10-87 and that the counterfoil P. Ex.2 bears the cash received stamp duly signed by the delinquent employee and the signature on the counterfoil Ex.P.2 compares well with those in the leave leters of the employee submitted to the Branch Manager, Guindy Branch (Ex.P.21- Ex.P.26) and this was confirmed by the Scientific Asst. of the office of the Director, Tamil Nadu Forensic Science Laboratory and the amount of Rs. 3,000/- so received as per counterfoil was not acounted for in the receipts scroll dt. 26-10-87 and from the facts and evidence adduced and based on the above observations, the petitioner was found guilty of the charge No.1. In respect of charge No. 2, the Enquiry Officer has observed *interalia* that the Petitioner Thiru K. Ibrahim was on duty on 11-11-87 as evidenced by Receipts/Challan Scroll dt. 11-11-87 and the Cash Counterfoils Ex. P. 6 bears the cash received Stamp and it is signed by the delinquent

employee and the signature on the counterfoil Ex. P.6 compares well with those in the leave letters of the employee submitted by the Manager, Guindy branch Ex. P. 21- Ex. P. 26 is confirmed by the Scientific Assistant O/of the Director of Tamil Nadu Forensic Science Laboratory Dept. and the amount of Rs. 700/- so received as per Counterfoil has not been accounted for in the recepits Scroll dt. 11-11-87 and from the facts and evidences adduced and based on observations, the petitioner/claimant was found guilty of the Charge No. 2. In respect of Charge No. 3 the enquiry officer has observed that the Petitioner Thiru K. Ibrahim was on duty on 3-2-88 as evidenced by Receipt/Payment Scroll dt. 3-2-88 and the cash counterfoil P. Ex. 3 bears the cash received stamp and it is signed by the delinquent employee and the signature and the counterfoil P. Ex. 3 compares well with those in the leave letters of the employee submitted to the Branch Manager, Guindy Branch, P. Ex. 21 to P. Ex. 26 and this has been confirmed by the Scientific Assistant O/of the Director, Tamilnadu Forensic Science Laboratory, Chennai-4 (P. Ex. 1) and a sum of Rs. 500/- so received as per the counterfoil has not been accounted for in the receipts scroll dt. 3-2-88 and came to the conclusion that the petitioner Thiru K. Ibrahim was found guilty of Charge No. 3.

79. In regard to Charge No. 4, the Enquiry Officer has observed that the petitioner Thiru K. Ibrahim was on duty on 5-2-1988 as evidenced by Receipts/payment scroll dt. 5-2-88 and the cash counterfoil P. Ex. 4 bears the cash received stamp and it is signed by the delinquent employee and the signature on the counterfoil (P.Ex.4) compares well with those in the leave letters of the employee submitted to the Branch Manager, Guindy branch (P. Ex.21 to P.Ex.26) and this has been confirmed by the Scientific Asst. Office of the Director, Tamilnadu Forensic Science Laboratory, Madras-4 (P.Ex.1) and the amount of Rs. 400/- so recieved as per counterfoil has not been accounted for in the reciepts scroll dt.5-2-1988 and Thiru K. Ibrahim, the petitioner was found guilty of the charge No. 4. in respect of charged No.5 the Enquiry Officer has observed that the petitioner Thiru K. Ibrahim was on duty on 4-11-87 as evidenced by the Receipts/ Payments Scroll dt. 4-11-87 (p. Ex.54) and the cash counterfoil P Ex. 5 bears the cash received stamp and is signed by the delinquent employee and the signature on the counterfoil P Ex. 5 compares well with those in the leave letters of the employee submitted to the Banch Manager, Guindy Branch, (P. Ex.21 to P. Ex.26) and the signatures have been identified by Thiru J. Damodaran P.W.6 and confirmed by the Scientific Asst. Office of the Director, Tamilnadu Forensic Science Laboratory, Madras-4 (P. Ex. 1) and the amount of Rs. 1,800 so received, as shown in the counterfoil P. Ex. 5 has not been accounted for in the receipts scroll dt. 4-11-87 (P. Ex. 54) and the petitioner Thiru K. Ibrahim was found guilty of the Charge No. 5.

80. According to the learned Counsel for the petitioner/Claimant that the enquiry officer in his findings Ex.W. 77 has not taken into account the relevant point and he had not discussed the evidence tendered by witnesses in the domestic enquiry and therefore his findings are perverse. In Ex.W. 77 findings of the Enquiry Officer, the enquiry officer has analysed the charge and has given his observations and come to the conclusion on the basis of the facts and evidences adduced and found the petitioner/Claimant guilty of the charges. In Ex. W. 77 findings of the Enquiry Officer, the Enquiry Officer has not discussed about the evidences tendered by the witnesses. In the domestic enquiry the Enquiry Officer in the enquiry findings Ex.W.77 has mentioned that the defence arguments are 'NIL'. Merely because, the Enquiry Oficer has not mentioned about the evidence tendered witnesses in the domestic enquiry it cannot be said that the domestic enquiry findings are vitiated and perverse, in the considered opinion of this Tribunal. Admittedly, the Enquiry Officer is not like a trained Judicial Officer to write a reasoned findings/elaborate Judgement. The Enquiry Officer in his findings, after analysing the charges has come to the conclusion that there are relevant evidence to prove the charges levelled against the Petitioner/Claimant. A perusal of the Cashier's Receipt Scroll copies indicate that the various amounts received as per the counterfoils were not acounts for in the said scroll on the relevant dates and therefore this piece of evidence is crucial to prove the charges levelled against the Claimant/Petitioner couples with other cumulative facts and attended circumstances of the case. In the instant case, the enquiry conducted against the Petitioner/Claimant is fair and proper, in the considered opinion of this Tribunal. As a matter of fact, it is significant to point out in regard to Charge No.5 that the petitioner/claimant has intentionally omitted to put the transaction of Rs.1,800/- in the Cash scroll which received on 4-11-87 and failed to account for the same, the Petitioner/Claimant has not submitted his explanation at all and the non-submission of the explanation in regard to charge No. 5, is a circumstances which clearly go against the petitioner/claimant.

81. The fact that the petitioner/claimant acted as cashier on 26-10-87, 11-11-87, 3-2-88, 5-3-88 and 4-11-87 is not disputed. The Claimant's stand in the explanation Ex. W 74 dt. 16-4-88 is only to the effect that he perused the relevant challans and found that they did not bear his initials and he was not aware as to how the incidents cited had happened. In the explanation dt. 16-4-88 Ex. W. 74, the petitioner/claimant has not stated that he had not received the cash remittances in question. In Ex. W. 74 Explanation dt. 16-4-88, of the Petitioner/Claimant, there is no whisper as to how he failed to make relevant enteries for the said remittances in the reciept scroll maintained by him as Cashier. Afer all, standard of proof required in a Disciplinary proceeding is that of preponderance probability and not proof beyond reasonable doubt, in the considered opinion of this Tribunal. At any rate, the findings of the Enquiry Officer Ex.W.77 are not arbitrary and they are not perverse also, in the considered opinion of this Tribunal. In the case on hand, their exists reasonable basis for the disciplinary authority to proceed against the petitioner/claimant and after due enquiry, the enquiry officer come to the conclusion that the petitioner/claimant was found guilty of the charges Nos. 1 to 5, Moreover, from the perusal of the Finding of the Enquiry Officer Ex.W.77 it transpires that the Enquiry Officer has summoned up the matter and also mentioned the contention of the

petitioner/claimant that frauds in question could have been perpetrated by other persons in the office/building viz. Thiru C.J. Damodaran, Officer, State Bank of India or the Post Master which was reiterated in his written defence brief and this was held to be not corroborated by any witness/evidence on his behalf etc. In short, the Enquiry Officer in his findings Ex.W. 77 has come to the conclusion that there is a clear documentary evidence/records establishing the truth of the fact to prove the charges levelled against the Petitioner/Claimant and found him guilty of all the five charges. As far as the present case is concerned, the Enquiry Oficer has taken into consideration all the proved circumstances which provided a complete chain, no link of which is missing and they clearly point out to the guilt of the petitioner/claimant in the considered opinion of this Tribunal.

82. According to the Leanred Counsel for the petitioner/claimant the observations of the Enquiry Officer in his Enquiry findings Ex.77 to the effect that the signatures on the Counterfoils compares well with those in the leave letters are not correct, because the counterfoils contains only the initials and not the signatures. The five counterfoils are marked as Exts. W.2 to W.6 and they have been marked as Q.1 to Q.6 in Ex.W.1 report of the Forensic Science Laboratory dt. 1-6-88 Exs.W.7 to W.20 are pay in slip of the State Bank of India, Guindy OTS Extension Counter branch wherein the admitted signatures of the petitioner/claimant are seen. In Exs.W.21to W. 47, the full signatures of the petitioner/claimant are seen and these signature are seen in Q.1 to Q.6 in short form and therefore, the observations of the Enquiry Officer in Ex. W. 77 Enquiry finding that the signatures on the counterfoils compares well with those in the leave letters of the petitioner/claimant can not be found fault with in the considered opinion of the Tribunal. Moreover, in Ex.wl Forensic Science Laboratory report dt. 1-6-88, it is clearly mentioned that the persons who wrote the Red enclosed initials, writings and signatures stamped and marked S.1 to S. 80 also worte the read enclosed writings and initials similarly stamped and marked Q. 1 to Q.6 and in the reasoning sheet annexed to Ex.W.1 report it is specifically mentioned that both the standard and questioned writing, initials and signatures were freely and speedly written and agree cumulatively in the handwriting characteristics on a inter se comparison etc. When P.W.1 Thiru M. Kasi, Scientific Assistant Gr.1 was not cross examined by the Petitioner/Claimant in the domestic enquiry, then Ex.W.1 report cannot be disputed and Ex.W.1 report cannot be brushed aside lightly.

83. The learned counsel for the petitioner/claimant contends that no witness examined in the domestic enquiry had identified the Petitioner/Claimant as Cashier on the relevant dates when the remittances in question were made. Admittedly, the Petitioner/Claimant has not cross-examined P.W.1 Thiru M. Kasi, Scientific Asst. Gr. 1 in the domestic enquiry. On 17-10-88 for the 7th sitting the petitioner/claimant has turn up and the enquiry proceeded further and P.W.2 Thiru R. Jayaram was examined. For the 9th sitting on 7-11-88 the petitioner/claimant has not turned up and P.W.4 Thiru U. Toppo was examined. For the 10th sitting on 14-11-88 the petitioner/claiment has not turned up and P.W.5 Thiru S. Chandrasekaran Cash Officer was examined. In the 12th sitting on 20-3-89 in the domestic enquiry the petitioner has not tunned up and Thiru. C.J.Paul was examined as P.W.7. In the 8th siting on 21-10-88 in the domestic enquiry the Petitioner/Claimant has not turned up and Thiru B. Mohanan Pillai was examined as P.W.3. From the above, it is candidly clear that when the constituents of the bank were examined as witnesses on the relevent dates, the petitioner/claimant has chosen to absent himself by not appearing in the domestic enquiry. Therefore, the contention of the petitioner's side, the constituents/witnesses have not identified the petitioner/claimant is not accepted by this Tribunal.

84. When the Petitioner/Claimant has acted as Cashier on the relevent dates when the constituents made the remittances, then it is for the petitioner/claimant to prove the fact which is particularly within his knowledge and equity fair play and justice also demand that he must prove the same and he can not plead ignorance as to how the incidents cited by the Respondent bank had happened especially when the burden of proof in the given case has shifted on the delinquent, based upon the explanation given by him and the nature of charges levelled.

85. It is significant to point out that in 2005 (2) LLJ P.6 Varadarajan K. S. and Deputy Commissioner of Labour [A.A. under S. 41 (2) of T.N. Shops & Establishments Act, 1947], Madras and another, it is observed that :

> "It must be understood that the appellate authority is the Deputy Labour Commissioner and he is not expected to write an elaborate and as good a judgement as a regular Civil Court would do. He is only an executive authority and we can not expect the executive authority to write as good a judgement as a trained judicial officer. Moreover this court under Article 226 of the Constitution of India can not reappreciate the evidence nor can it go into the question of evidence in support of the charges this court can not interfere."

86. The learned counsel for the Petitioner urges that the appellate authority has not disposed of the appeal filed by the petitioner within a period of 60 days as required and without applying his mind the appellate authority has confirmed the findings of the Enquiry Officer and that the appellate authority has not evaluated evidence and that the order of the appellate authority is a non-speaking one. Ex. W. 81 is the Appeal dt. 2-5-1990 filed by the Petitioner/Claimant against the order of dismissal. Ex. W.79 is dismissal order dt. 14-3-90 passed by the Disciplinary authority, Deputy General Manager of the Bank. Ex. W. 83 dt. 2-6-1990 is the order passed by the Appellate authority, General Manager, Operations of the Respondent/bank.

87. According to the Learned Counsel for the petitioner, as per Bipartite Settlement para 19.14 in cases where hearings are not required an appeal shall be

disposed of within 2 months from the date of receipt thereof and in cases where hearings are required to be given and are requested for such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings, and the period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing the employee concerned and as far as the present case is concerned, the appeal has been preferred by the Claimant/Petitioner Ex. W.80 dated 2-5-90 was disposed of by the Appellate Authority as per Ex. W. 83 dt. 26-9-90 after a period of 4 months and 24 days and therefore the bank has violated the Bipartite Settlement para 19.14 in and by which they should have disposed of the appeal within a period of 2 months from the date of receipt of appeal.

88. The Learned Counsel for the Respondent/Bank submits that the words that an appeal shall be disposed of within 2 months from the date of receipt thereof as mentioned in para 19.14 of the Bipartite Settlement is only directory in nature and the same is not mandatory and in support of his contentions he relied on the Judgement in Civil Appeal No. 2534/2007 Management, Pandiyan Roadways Cor. Ltd. Vs. N. Balakrishnan, wherein it is observed that :

> "Furthermore, even if the statute specifies a time for publication of the same by itself could not have been held to be mandatory. Such a provision would be directory in nature it is a well-settled principle of law that where a statutory functionary is asked to perform a statutory duty within the time prescribed therefore, the same would be directory and not mandatory".

89. The Learned Counsel for the Respondent/Bank contends that the provision in a statute which is procedural nature although employs the word 'shall' may not be held to be mandatory if no prejudice is caused to a party and in the instant case the word 'shall' in the Bipartite Settlement is only a procedural provision, which is not of a mandatory character and the ultimate test should be viz. the test of fair hearing as it usually called and in the instant case, no prejudice has been caused to the appellant/ claimant.

90. At this juncture, it is relevant to point out that generally although the word 'shall' is considered to be imperative in nature but it has to be interpreted as directory if the situation or context otherwise demands, in the considered opinion of this Tribunal. It is significant to point out that para 19.14 of the Bipartite Settlement, nowhere provides for the consequences if the appeal is not disposed of within a period of 2 months from the date of its receipt.

91. A procedural rule ordinarily should be construed as mandatory as per decision AIR 2003 Kant. 417, 422 A.V. Purushittam Vs. N.K. Nagraj.

92. Whenever a statute declares that a thing shall be done, the natural and proper meaning is that a peremptory mandate is enjoined. But where the thing has reference to (i) the time or formality of completing any public act, not being a step in a litigation or accusation or (ii) the time or formality of creating an executed contract, whereof the benefit has been or but for their own act might be, received by individual of Private Companies or Private Corporations, the enactment will generally regarded as merely directory unless there be words making the thing done void if not done in accordance with the prescribed requirements (Stroud 6th Edi), 2000.

93. The word 'shall' is in the context only directory and not mandatory and the non-compliance with the directions would not render a promotion or a transfer otherwise regularly and validly made any way ineffective or inoperative as per decision AIR 1958 Kerala 85, 87, C.P. Mary Vs. State of Travancore, Cochin.

94. As far as the present case is concerned, even though the Bipartite Settlement para 19.14 speaks of

> " An appeal shall be disposed of within 2 months from the date of receipt thereof".

The word 'shall' is to be construed only as directory and not mandatory, in the considered opinion of this Tribunal. Further more, since the appeal in the instant case has been disposed of after a period of 4 months and 24 days it will not lead to the conclusion that the Order of Appellate Authority Ex. W. 83 dt. 26-9-1990 is a nullity one. In short, by disposing of the appeal on 26-9-1990, no prejudice has been caused to the petitioner/claimant, in the considered opinion of this Tribunal.

95. The Learned Counsel for the Respondent/ Bank submits that this Tribunal is not expected to sit as a Appellate Court on the enquiry report and in support of his contentions, he relied on the decision 2007 (2) LLJ 295@ 299 Ananda Kathirone and Another and Presiding officer, Principal Labour Court, Chennai and another, wherein it is held that :

> "The common thread running through the decision of the Apex Court is that the Courts should not interfere with the administrative matters unless it was illogical or suffers from procedural impropriety. The scope of judicial review either by the Labour Court or by the High Court or by the Supreme Court is clarified by the Supreme Court. The scope of judicial review is limited is defined and decision making process and not the decision. There is no scope for interference in the order of the disciplinary authority basing on the report o the enquiry officer unless the order of the disciplinary authority is based on no evidence, error of law and not error of fact and such error is appeared on the face of the record. It is not for the Court to construe itself as an Appellate Court over the orders of the disciplinary authority to resolve the action qualitatively different from ordinary civil dispute and re-adjudicate upon the question of fact decided by the authorities ."

96. The Learned Counsel for the Respondent/Bank cited the decision 1994 Suppl. (2) SCC 468 @ 470, 471, State Bank of India, Bhopal Vs. S. S. Koshal, wherein, it is observed as follows :-

> "Now coming to the third ground on which the High Court has allowed the writ petition, the relevant rule (Rule) 51(2) reads as follows:
>
> "An appeal shall be preferred within 45 days from date of receipt of the order appealed against. The appeal shall be addressed to the appellate authority and submitted to the authority whose order is appealed against. The employee may, if he so desires, submit an advance copy to the appellate authority. The authority whose order is appealed against shall forward the appeal together with its comments and records of the case to the appellate authority shall consider whether the findings are justified and /or whether the penalty is excessive or inadequate. Authority may pass an order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the authority or which imposed the penalty or to any other authority with such directions as it deems fit in the circumstances of the case."
>
> "The High Court has taken the view that the rule required the appellate authority to pass a speaking order even if it is an order of affirmance. For the purpose of this case, we shall assume the said view to be the correct one. Even so we are not satisfied that the appellate order is not a speaking order.We have already extracted the appellate order in full herein before, which shows that it considered at length the facts of the case including the fact that the appellate authority (sic disciplinary authority) had differed from the findings of the Enquiry Officer in respect of the two charges .The appellate authority then says that it considered the relevant grounds of appeal and after considering the facts of the case came to the conclusion that there was no substance in the appeal. In view of the fact that it was an order of affirmance, we are of the opinion that it was not obligatory on the part of the appellate authority to say more than this as the order as it is shows application of mind. The order cannot be characterised as a non-speaking order."

97. A persaul of Ex.W.83 order of Appellate authority dtd. 26-9-90, shows the application of mind by the Appellate authority and the appellate authority has observed that even though reasonable opportunity was given to the petitioner, he failed to enlist the assistance of an member of a registered union of Bank employees and his inability to cross-examine the prosecution witnesses was, therefore, of his own creation etc. and that the other points raised by him in the appeal are irrelevant to the issue . As a matter of fact, the appellate authority has come to the conclusion that there is no justifiable ground to interfere with the decision of the disciplinary authority in dismissing the petitioner from the bank service and hence rejected the appeal dtd. 2-5-1990. As a matter of fact, the Ex.W.83 order of the Appellate authority dtd. 26-9-90 is a Speaking order and it cannot be described as a non-speaking one by any stretch of imagination in the considered opinion of this Tribunal. Moreover, in an order of affirmance, it is not obligatory on the part of the Appellate authority to say more than what is stated in the said order.

98. From the facts and attendant circumstances of the present case, this Tribunal opines that the petitioner/ claimant has driver the nails to his downfall by not cross-examining the presecution witnesses when the burden of proof has shifted on him based upon the explanation furnished by him and the charges levelled against him.

99. This Tribunal opines that as per Bipartite Settlement para 19.14 it is proper for the Respondent/ Bank to pass orders in appeal matters within the stipulated period, so that the spirit of the said settlement does not get defeated.

100. In 2007, II LLJ p.856 Shiras Golden Restaurant And Commercial shop & Fact. Est. Union and others, it is observed as follows:-

> "Practice and Procedure-Assistance of Lawyer sought by workman to held them in enquiry proceedings. If employer be not represented by legally tained person, workman would not have right to take assistance of the lawyer. Further, charges in this case not complicated involving voluminous records-Held in such circumstances assistance of lawyer not required- No violation of natural justice due to rejection of plea of workmen."

101. The term Misconduct is of two words. 'Mis' means badly and 'conduct' means behaviour. As a matter of fact, 'Misconduct' is a relative term. In stroud's Judicial Dictionary, the term 'Misconduct' means arising from ill-motive. The term 'misconduct' literally means Conduct amiss, to mismanage, wrong or improper conduct, bad behaviour, unlawful behaviour or conduct. The synonyms are -Misbehaviour, misdemeanour, mismanagement, misded, delinquency, offence. It implies a wrong intention. Misconduct is doing something or omitting to do something which is wrong to do or omit. Whereas the person who is guilty of the act or omission knows that the act which he is doing, or that which he is omitting to do, is a wrong thing to do or omit it therefore, follows that the misconduct may or may not be wilful [Lewis v. G.W.Railway Co. (1877) 3 OBD 195].

102. It is to be pointed out that Misconduct arises if a person does what he should not have done and does not do what he should have done or any unbusiness like conduct, including negligence or want of necessary care. (P.N.Railway Co. V. Mooligi Sinai Co. AIR 1930 Calcutta 815).

103. At this juncture, it is pertinent to point out that acts of dishonesty/ or Graud certainly constitute misconduct of serious nature which not only attract dismissal but much else as their legal consequences as per

decision 1963 I LLJ p.250 Workmen of Dema Dim Tea Estate V. Dema Dim Tea Estate.

104. Moreover, the quantum of amount as misappropriated by an employee is irrelevant, when there is fiduciary relationship between the employer and Employee. Any dishonest conduct on the part of an employee in relation to the business of his employer is a serious misconduct, in the considered opinion of this tribunal.

105. It can not be gain said that the petitioner/claimant was employed in the Respondent/Bank as cashier, where the confidence of the constituents is a vital one for the success of the business of the Respondent/Bank, in the considered opinion of this Tribunal.

106. In 1999 II LLJ 194 Management of catholic Syrian Bank Ltd., and Industrial Tribunal, Madras-104, & Another, it is interalia held that the Industrial Tribunal can not interfere with quantum of punishment if proved miscoduct is grave in nature warranting dismissal from service. Thus, having regard to the facts and circumstances of the present case and in the light of the discussions made above and on examination and consideration of available materials on record, this Tribunal comes to the conclusion that the Respondent/Bank is justified in dismissing to petitioner Thiru K. Ibrahim with efect from 14-3-90 and the point is answered accordingly.

In the result, an award is passed holding that the Respondent/Bank is justified in dismissing the petitioner Thiru K. Ibrahim with effect from 14-3-1990. There shall be no order as to costs.

Dictated to Shorthand Writer and transcribed by her and corrected by me and pronounced in Open Tribunal on this 19th day of July, 2007.

M. VENUGOPAL, Presiding Officer

I.D. No. 77/92 :

LIST OF WITNESSES AND EXHIBITS:

WITNESSES EXAMINED ON THE SIDE OF WORKMEN AND MANAGEMENT————NIL

DOCUMANTS MARKED ON THE SIDE OF WORKMAN:

Ex. W.1	1-6-88	Report of the Forensic
Ex. W.2	26-10-87	Laboratory Counterfoil
Ex. W.3	3-2-88	of challan
Ex. W.4	5-2-88	—do—
Ex. W.5	4-11-87	—do—
Ex. W.6	11-11-87	—do—
Ex. W.7	5-11-87	Pay in slip
Ex. W.8	6-11-87	—do—
Ex. W.9	3-2-88	—do—
Ex. W.10	8-2-88	—do—
Ex. W.11	3-2-88	—do—
Ex. W.12	3-2-88	—do—
Ex. W.13	26-10-87	—do—
Ex. W.14	26-10-87	—do—
Ex. W.15	26-10-87	—do—
Ex. W.16	5-1-88	—do—
Ex. W.17	5-2-88	—do—
Ex. W.18	5-2-88	—do—
Ex. W.19	5-2-88	—do—
Ex. W.20	5-2-88	—do—
Ex. W.21	7-11-87	Leave letter from Claimant to Respondent
Ex. W.22	21-1-87	Leave letter —do— (Xerox copy)
Ex. W.23	2-3-87	—do—
Ex. W.24	11-3-87	Leave letter from claiment to Respondent
Ex. W.25	25-3-87	—do—
Ex. W.26	May' 1987	—do—
Ex. W.27	1-8-1987	Cashier's receipt Scroll Xerox copy
Ex. W.28	10-8-87	Cashier's receipt Scroll Xerox copy
Ex. W.29	Aug'1987	-do-
Ex. W.30	13-8-87	-do-
Ex. W.31	13-8-87	-do-
Ex. W.32	14-8-87	-do-
Ex. W.33	14-8-87	-do-
Ex. W.34	14-8-87	Cashier's receipt Scroll Xerox copy
Ex. W.35	17-8-87	-do-
Ex. W.36	21-8-87	Cashier's receipt Scroll Xerox copy
Ex. W.37	27-8-87	-do-
Ex. W.38	17-12-87	-do-
Ex. W.39	17-12-87	-do-
Ex. W.40	30-10-87	Cashier's receipt Scroll Xerox copy
Ex. W.41	30-10-87	-do-
Ex. W.42	Oct' 87	-do-
Ex. W.43	26-10-87	Cashier's payment Scroll Book label
Ex. W.44	3-2-88	-do-

Ex. W. 45	3-2-88	Cashier's payment Scroll Book label
Ex. W. 46	1-12-87	-do-
Ex. W. 47	5-2-88	-do-
Ex. W. 48	14-3-88	Bank's cheque favouring R. Jayaraman
Ex. W. 49	14-3-88	Telegraphic transfer application in favour of B. Unnikrishnan.
Ex. W. 50	-do-	Bank's cheque favouring C.J. Paul.
Ex. W. 51	24-2-88	Letter from B. Mohanpillai to Respondent
Ex. W. 52	11-3-88	Letter from C.J. Paul to Respondent (O.T.A.) (Extn.) Guindy branch.
Ex. W. 53	21-3-88	Leter from Subbu Toppo to Respondent Guindy branch.
Ex. W.54	6-11-87	Cashier's payment scroll page. 19
Ex. W. 55	9-11-87	Cashier's receipt scroll page. 21
Ex. W. 56	9-11-87	Cashier's receipt scroll page. 22
Ex. W. 57	10-11-87	Cashier's payment scroll page. 23
Ex. W. 58	10-11-87	-do- page. 27
Ex. W. 59	11-11-87	-do- page. 29
Ex. W. 60	11-11-87	-do- page. 31
Ex. W. 61	12-11-87	-do- page. 33
Ex. W. 62	—1987	-do- page. 15
Ex. W. 63	21-4-88	Bankers cheque favouring U. Toppo
Ex. W. 64	20-5-88	-do- Shubkaran
Ex. W. 65	26-10-87	Respondent debit O.T.S. cash balance amount
Ex. W. 66	9-5-88	Letter from Shubkaran to respondent Guindy branch.
Ex. W. 67	4-11-87	Respondent debit O.T.S. cash balance amount
Ex. W. 68	11-11-87	-do-
Ex. W. 69	3-2-88	-do-
Ex. W. 70	8-2-88	-do-
Ex. W. 71	14-3-88	Respondent debit Suspence account
Ex. W. 72	21-4-88	-do-
Ex. W. 73	9-4-88	Charge sheet
Ex. W. 74	16-4-88	Letter from applicant to disciplinary authority.
Ex. W. 75	14-5-88	Charge sheet
Ex. W. 76	22-8-88	Enquiry proceedings page. 1 to 45
Ex. W. 77	19-9-88	Findings of Enquiry Officer
Ex. W. 78	8-9-88	Letters from Applicant to Enquiry Officer
Ex.W.79	14-3-90	Dismissal order.
Ex.W.80	2-5-90	Appeal against the Order of dismissal.
Ex.W.81	10-9-90	Letter from applicant to Respondent questioning the non-disposal of appeal
Ex. W.82	10-9-90	Additional Grounds of Appeal
Ex.W83	26-9-90	Order of Appellate Authority.

FOR RESPONDENT/MANAGEMENT

Ex.M1	21-12-87	Complaint letter from Jayaraman
Ex.M2	20-5-88	Suspense account debit voucher for Rs. 1800

नई दिल्ली, 11 सितम्बर, 2007

का. आ. 2960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 70/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-09-2007 को प्राप्त हुआ था।

[सं. एल-22012/386/2002-आई आर (सीएम-II)]

अजय कुमार गौड डेस्क अधिकारी

New Delhi, the 11th September, 2007

S.O. 2960.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 70/2003 of the Central. Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Co. Ltd., and their workmen, received by the Central Government on 11-09-2007

[No. L-22012/386/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

SHRI T. RAMACHANDRA REDDY, Presiding Officer

Dated the 22nd day of August, 2007

Industrial Dispute No. 70/2003

Between

The Vice President, (Sri K. Rajaiah)
Singareni Coal Mines Labour
Union(INTUC), Bellampalli—504251 ....Petitioner

AND

The General Manager,
M/s .Singareni Collieries Company
Ltd., Bellampalli Division,
Bellampalli—504251 ...Respondent

APPEARANCES

For the Petitioner: M/s. A.K. Jayaprakash Rao, K. Srinivas Rao, P. Sudha, T. Bal Reddy, M. Govind, N. Sanjay, K. Ajay Kumar & Venkat Dixit, Advocates

For the Respondent: M/s. K. Srinivasa Murthy, C. Vijay Sekhar Reddy & S. Vijay Venkatesh, Advocates

AWARD

This is a reference made by the Government of India, Ministry of Labour by its order No.L-22012/386/2002-IR(CM-II) dated 4-7-2003 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 with the following schedule.

SCHEDULE

"Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Division in reducing all the increments of Sh.Gummala Chilakaiah, Coal Cutter, Shantikhani, Bellampalli Division is justified or not ? If not, to what relief he is entitled ?"

This reference was registered as Industrial Dispute No.70/2003 and notices were issued to the parties.

2. The petitioner Shri K. Rajaiah, Vice President, Singareni Coal Mines Labour Union filed his claim statement on behalf of the worker Sri Gummula Chilakaiah, Coal cutter, Shantikhani Mine, Bellampalli area, alleging that the Respondent company has issued a charge sheet against the said workman G. Chilakaiah alleging that he refused to drill 12 test holes at 1 R/36 LS at Belt Dip of Salarjung Seam Shanti Khani Mine in first shift on 27-1-1999. further, the Respondent has punished him with reduction of all increments he earned earlier and reverting to lower stage on the ground that he is responsible for cause of strike for nine shifts. It is further submitted that during the enquiry the statement of Under Manager Sri H.Poornachander, Sri Ch. Veera Raju, Head Overman and Chinthala Luxmaiah, Sr. Mining Sirdar were recorded and that they stated that said the workman went down the mine after discussion with the Under Manager prior to 9 AM and that Ch. Veera Raju, Head Overman has called back the coal cutter from the mine at 9AM, as such the instigation of strick by coil cutters does not arise. It is further submitted that the workman went into the mine at 8.45 AM and he does not know about the alleged instigation of stricke by the coal cutters. Therefore the punishment imposed by the Respondent is illegal and unjustified.

3. The Respondent filed counter alleging that Sri. G. Chilakaiah instigated the illegal strick due to which there was a loss of production of about Rs.98,100/-. The domestic enquiry was conducted giving a fair opportunity to G. Chilakaiah and the charges were proved. The Respondent has taken a lenient view. It is further submitted that on 27-1-1999 during the first shift the Under Manager Sri H. Poornachander got a report from Sri Ch. Veeraraju, Head Overman, that the coal cutters are sefusing to drill 12' test hole in 1 R of 36 LS at Belt-dip District of Salarganj Seam and Sri H.Poornachander and Sri Ch. Krupakar, Under Manager went to the distribution point and enquired the workers for not going down the mine. The said workman Sri G Chilakaiah, coal cutter told that they will not put test hole in a district and the Under Manager persuaded them but no avail. The workers refused to do the job and the discussions were held upto 9.15 AM. At that point of the time the coal cutters decided to go down the mine but, refused to put test holes and the coal fillers demanded for payment of fall back wages to resume work and the same was rejected by the management and the delay had occurred due to non-assumption of the work by the coal cutters. It is further submitted that the coal cutters and coal fillers were adamant, the Respondent declared lockout as the strick was illegal and the lockout was in consequence of demand of fall back wages by coal fillers.The said Sri G. Chilakaiah was chargesheeted for willful in-subordination or disobedience and going on strike without giving prior notice contravening Mines Act and Rules and Regulations. The enquiry officer submitted report stating that the charges against him were proved. It is further submitted that the enquiry officer has given ample opportunity to the delinquent workman during enquiry. It is further submitted that coal cutters were called back from the mine only after the lockout notice was displayed because of the refusal of the work by the workers.

4. The Petitioner also fild a rejoinder reiterating the pleas taken in his petition and denied the allegations made by the Respondent and pleaded that the delinquent workman did not participate or instigated his Company-workers to go on illegal strike.

5. The domestic enquiry conducted by the Respondent management was found to be valid vide pronouncing orders on 29-12-2004.

6. Arguments heard by both sides under Sec. 11 A.

7. The learned counsel for the petitioner contended that the statements of the witnesses Sri Poornachander Rao, Under Manager and Sri Ch. Veera Raju, Head Overman that the coal cutters remained on the surface till 9.15 AM is contradictory to the statement of Mining Sirdar Sri Chintala Laxman, who stated that after pasting the lock-out notice he went under ground on the instructions of Sri Ch. Veera Raju at 9 AM and called back the workers to surface. As such the presence of the delinquent workman at the relevant time at about 9AM is ruled out.

8. On the other hand it is contended by the learned counsel for the Respondent that the enquiry officer analyzed the evidence adduced by the Respondent management and also considered the statement of the delinquent workman the enquiry and came to the conclusion that the charges are proved. Further contended that there were discussions between Sri Poornachander Rao and the delinquent workman at about 9.15 AM and that delinquent workman bluntly refused to put test holes. The Respondent constrained to declare lock-out by putting the notice and thereafter Sri Ch. Veera Raju gone down the mine and called back the workers. Further contended that the punishment is in consonance with the gravity of the charges.

9. On perusing the material on record i.e; enquiry conducted by the enquiry officer, it is found that the management has examined the witnesses and the delinquent workman was given an opportunity to cross examine them and the delinquent workman also examined himself as witnesses. The evidence of Sri Poornachander Rao and Sri Ch. Veera Raju discloses that the delinquent workman refused to put the required 12' test holes resulting the coal fillers demanding fall back wages and declaration of lock-out by the management. The enquiry officer has come to the conclusion that the delinquent workman has disobeyed the instructions of superiors and instigated for illegal striek resulting loss to the management.

10. The enquiry officer has given reasons for his conclusions and appreciated the evidence on record. This tribunal is not an appellate authority to interfere with the enquiry when the enquiry officer has given cogent reasons for his conclusions. The Appellate Authority also has rejected the appeal filed by the delinquent workman. I do not see any sufficient grounds to interfere with the enquiry officer.

11. The contention of the learned counsel for the delinquent workman that the punishment imposed to the delinquent workman is shocking and not in consonance with the gravity of charges and further contended that the delinquent workman was singled out for punishment and Co-workers who were said to be participated in the illegal striek were not chargesheeted and no action was taken against them.

12. It has to be seen whether the punishment is appropriate to the charges or shocking to the gravity of the charges. It is not in dispute that the Co-workers and the delinquent workman who are said to have been participated in the illegal strike were not charge sheeted and no action was taken. It appears that delinquent workman alone was singled out and he was charge sheeted leaving others. The punishment imposed is appears to be more severe. The punishment imposed to the delinquent workman is reverting him to the lower stage by canceling all the increments earned by him with cumulative effect w.e.f. 1-12-1999 is severe in nature to the gravity of the charges. On considering the material on record I hold that the punishment imposed against the delinquent workman is reduced by imposing stoppage of three annual increments with cumulative effect.

13. Therefore, I hold that the punishment imposed by the Respondent management is modified by reducing the punishment to the stoppage of three annual increments with cumulative effect.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 22nd day of August, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner:	Witnesses examined for the Respondent:
NIL	NIL

Documents msrked for the Petitioner

NIL

Documents msrked for the Petitioner

NIL

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 15/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था।

[सं. एल-22012/75/2003-आई आर (सी.एम-II)]

अजय कुमार गौड़ डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2004) of the Cen. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of Girmint (R) Colliery, M/s. Eastern Coalfield Limited and their workmen, received by the Central Government on 12-09-2007

[No. L-22012/75/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT ASANSOL.

PRESENT

Sri Md. Sarfaraz Khan, Presiding Officer.

Referece No. 15 of 2004.

PARTIES: Agent, Girmint (R) Colliery of ECL, Pariharpur, Burdwan

Vrs.

Shri Jaleswar Hansda, U. G. Loader, Girmint (R) Colliery.

REPRESENTATIVES

For the Management: : Sri P. K. Das, Advocate.

For the Union (workman): Sri Kartik Chandra Ghosh, Advocate.

INDUSTRY: COAL STATE: WEST BENGAL

Dated the 16-05-2007

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14) of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/75/2003-IR(CM-II) dated 30-01-2004 has been pleased dated to refer the following dispute for adjdication by this Tribunal.

SCHEDULE

"Whether the action of the management of Girmint (R) Colliery in dismissing Shri Jaleswer Hansda, U. G. Loader w.e.f. 10-6-97 is legal and justified ? If not to what relief the workman is entitled and from which date ? "

After having recieved the Order No. L-22012/75/2003-IR(CM-II) dated 30-01-2004 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 15 of 2004 was registered on 16-07-04 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the Court on the date fixed and file their written statement along with the relevant documents and list of witnesses in support of their claims. In compliance the said order notices by the registered post were issued to the parties concerned. Sri P. K. Das, Advocate and Sri Kartik Chandra Ghosh, Advocate appeared in the court to represent the management and the workman concerned. Both the advocates of the parties filed their written statement in support of their respective claims.

On perusal of the record it transpires that the case was fixed for filing documents by the side of the union by way of the last chance on 29-11-2005 fixing the next date as 27-1-06. It further transpires that right from 27-1-06 to 16-5-07 several opportunities were given to the union to take the suitable steps but unfortunatly the union left taking any step on its behalf during the said period which go to indicate that the union or the workman concerned has got no interest in this case and they do not intend to proceed further with the case. In the prevailing facts and circumstances of the case now it is not proper or advisable to keep this reference pending any more as no useful purpose is to be served. As such it is hereby.

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for imformation and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 155/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था ।

[सं. एल-41012/102/1993-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publisheds the Award Ref. 155/2000 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 12-09-2007.

[No. L-41012/102/1993-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

CASE NO. CGIT/NGP/155/2000 Date:30-08-2007.

Petitioner : Shri Prakash Shantaram Pahurkar, R/o Behind Sindhi Colony, New Towen, Badnera, Distt. Amravati (M.S.)

Party No. 1

Versus

Respondent : The Chief Inspector of Works, Central Railway, Murtizapur, Maharashtra. Party No. 2

AWARD

[Dated : 30th August, 2007]

The Centrasl Government after satisfying the existence of disputes between Shri Prakash Shantaram Pahurkar, Party No. 1 and The Chief Inspector of Works, Central Railway, Murtizapur, Maharashtra, Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-41012/102/1993/IR (B-I) Dt. 28-3-1995 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule :—

(2) "Whether the action of the management for not issuing notice to Shri Prakash Santaram Pahurkar, workman to report for duty in Central Rly. Bhusawal, is proper and justified ? Can it be treated as Retrenchment and violation of Section 25-F of the I.D. Act, 1947 ? If not what relief the workman is entitled to ?"

(3) Petitioner approached this tribunal with the contentions that he was working with the recognized and subsidized consumer society's canteen at Badnera since January, 1980 to 1-3-1989. Then considering his career and performance of duties, he was employed as casual labour under the Inspector of Works, Central Railway, Bhusawal Division at Murtizapur from 20-6-1989 continuously on open line. From 20-06-1989 to 29-11-1989 he worked for more than 120 days as a Casual Labour and has become legible or status of permanent temporary employee. On 07-11-89 letter no (NG) II/80/CL/25 dated 20-10-80. He was legible for being brought on monthly rates casualy labours. As such he was entitled for the benifits of permanent casual labour under the Railway Establishment Code. In a decasualization Scheme dt. 26-11-1989 he was discharged and was asked to report to X.E.N. Central Railway, Manmad. There were others 59 employees also were discharged. All the 60 employees were asked to report at Manmad but when he along with other employees went to join at Manmad, they all were sent back informing that there was no vacancy to absorb them. Then they contacted the Assistant Engineer,Central Railway, Akola but they were not allowed to resume the duties at Manmad. Letter on all the 60 employees were reemployed. The Petitioner requested the Assistant Engineer (E), Akola, however he kept mum and did not allow him to join. He also made further attempt through the union because in the mean time the remaining 59 workers were reemployed but, in spite of his request, under a false pretext the management did not allow him to join the duties. He was not served with the notice about the availability of the work at Manmad. Thus according to the petitioner he has been retrenched by the respondent though he was entitled for regularization without following the procedure of retrenchment,which according to him is illegal and he is entitled for the reinstatement as well as regularization. Finally he has prayed to direct the Respondent/department to allow him to resume his duties along with continuity in service with a full back wages.

(4). The management appeared and resisted the claim by filing his Written Statement. The respondent denied that the applicant has completed 120 days and he had obtained a permanent status. On the contrary he has voluntarily abandoned the services and thus he is not entitled for any regularization. It has denied that he was engaged as casual labour considering his earlier service or his performance during his service with the Consumer Society's Canteen is as he was not working with Railways. It has denied that the service of the applicant with the Consumer Society's Canteen is under Inspector of Works of Railways. It has also denied that it is a wing or branch of Railway Organization. A person employed by Co-Operative Consumer Society can not be treated under the control and in service of Railways. The petitioner was never employed by the Railway Administration. Similarly it has denied that the petitioner has completed continuous work for 120 days. He was absent and was on unauthorized leave for 29 and 1/2 days during the period from 20-06-1989 to 29-11-1989. Excluding the unathorized absence he worked only for 104 days. He being surplus casual worker was discharged from 30-11-89 on compilation of the work along with other 59 surplus casual labours as provided in the rules. As the work was not available at Manmad, the all the employees were asked to report on work of the bridge work at Borgaon. Accordingly all the other 59 workers reported at Borgaon but the applicant did not turn and join the duties. As he has not completed 120 days continuous service he has not achieved a status of permanent temporary employee of the Railways. At the material time there was instruction to engage the casual workers the management reemployed 59 workers. All the 60 persons were asked to go to Borgaon for bridge work. On 01-04-1990 accordingly all the 59 workers except the petitioner joined the work. They were reemployed since the petitioner did not attend the work. There after he was continuously absent from the work. The other 59 employees were continued. As the petitioner did not attend he could be sent for Medical Examination. Since the petitioner himself abandoned the service he is neither entitled for the benefits under Section 25-F of I.D. Act. Therefore there is no question of compliance of the provisions of retrenchment. The management has finally prayed to answer the claim in negative.

(5). In order to prove the respective contentions, the petitioner examined himself and respondent examined Mr. Khandare S.M., Junior Engineer Gr. 1.

(6). At the outset it can be said that the contentions of the petitioner regarding the earlier service from January, 1980 to 01-3-1989 has no relevence because it was not at all a service under Railway/respondent. It seems that the father of the petitioner was working in the Consumer society's Canteen and he might have engaged in the Canteen but even by stretch of imagination can not be in the service of Railways even through it might be recognized and subsidize. Even the petitioner is claiming 120 days excluding the period of service in the canteen. The submissions of the petitioner in this respect can not be accepted.

(7). Main grievance of the petitioner is that the management did not issue any notice to him asking to report for duty in Central Railway, Bhusawal. According to him it was obligatory on the management to issue a notice

or at least display on the Notice Board mentioning where the work was available and to remain present. Since the management did not issue such notice and did not allow him to join the work in spite of his written request dated 6-01-1990, 07-01-1990 and 17-01-1990, is amounting to retrenchment for which the compliance of Section 25-F of I.D. Act was necessary. Similarly the engagement of his juniors is also a breach of mandatory provisions of I.D. Act. While according to the management he has never acquired the status of permanent casual labour as he had not completed 120 days continuous service. Therefore the question is whether the petitioner had worked continuously for more than 120 days during the period from 20-06-1989 to29-11-1989

(8). In fact the submissions of the petitioner are vague and not disclosing the exact the order when notice was necessary. He has simply mentioned at the time of calling for duty in Central Railway. He has not disclosed the place where he could not joined due to the non reciept of notice. The management after completion of work at Murtizapur, asked all the 60 casual labours to attend the work firstly on a bridge at Manmad. Later on as the work was not available at Manmad, they were directed to report at Borgaon where the work was available. Accordingly all the 59 casual labours reported on the work at Borgaon and they were engaged or given reemployment. The management was ready to provide the work to the petitioner also but according to it the petitioner did not attend and he voluntarily abandoned the work. His name was struck off from the Master Roll after 3 days of his absence. The management has denied that the petitioner had gone either to Manmad or to Borgaon. As he was absent he could be confirmed though his juniors who joined the work at Borgaon were later on made permanent. Thus the submissions of the petitioner are vague enough as to when he was expecting a notice. Whether it was regarding to attend the work at Manmad or at Borgaon ? The petitioner is claiming that he had gone to Manmad alon with other 59 casual labours, but the Engineer sent them back. If he had really gone to Manmad, it means he had a notice of availability of work at Manmad. So far as the availability of work at Borgaon is concerned, all the casual labours were informed at Manmad and they all except the petitioner joined the duty at Borgaon. If he had gone toManmad, he must have a notice regarding the availabiity of the work at Borgaon along with the other 59 workers. This indicates that the petitioner had not gone to attend the work at Manmad through he had a notice. It also prove that the management had given the notice of the availability of the work at Borgaon. As per rules the notice is expected to be displayed on Notice Board and even oral notice can not be ruled out. When all were informed at Manmad to join at Borgaon it was oral notice to all. It is not be said that there was no notice at all. It is not at all necessary to serve each member with a written notice obtaining the reciept there of.

(9). The management has denied that the petitioner has gone to Manmad . The evidence of Khandare supports it Similarly one casual labour from the 59 workers namely Bhimroa Shivram has filed his affidavit disclosing the petitioner was not with them either at Manmad or at Borgaon as he not come at all . It seems that the petitioner taking adventage of returning all 59 workers due to non availability of the work is making false statement that he had gone to Manmad. There is ample evidence to prove that he had not gone either to Manmad or to Borgaon through the management has displayed the notice about the availability of the work at Manmad as well as at Borgaon.

(10). Now let us turn to the another aspect of the case regarding 120 days continuous working of the petitioner . He claims to have worked for more than 120 days between the period from 20-06-1989 to 29-11-1989 and he achieved the status of permanent temporary employee, while the management is denying it. According to it he was absent for 29 and ½ days unauthorizedly during the above period which amounts to break and can not be excluded while considering the continuous service. While according to the petitioner his absence was authorized. It means there are no disputes regarding the facts that the petitioner worked between the period 20-06-1989 to 29-11-1989.

(11). There are disputes regarding the actual date when he was discharged but even the Statement of Claim is not clear enough to disclose the exact date on which he was discharged. It makes no difference for counting the days . Similarly there is nothing on record to show that the petitioner was on authorized leave. Beside this the management has produced a statement showing the attendence of the petitioner in each month and on calculation according to the management he was absent for 29 and ½ days which was unauthorized absence. As indicated above the petitioner no doubt petitioner has denied it. But there is nothing on record to indicate that he was present on all the days i.e. 130 days and absence if any was authorized. The management has filed a copy of a circular of Govt. of India, Ministry of Railways (Rail Mantralaya). Railway Board, dt. 08-06-1981. On page No. 06 at a caption-C, the break in service is discribed. This indicates that for the purpose of the counting of 120 days continuous employment the absence of workman under Medical treatment in connection with the injuries sustained on duty covered by the provisions under the Workman's Compensation Act and authorized absence not exceeding 20 days including 3 days unauthorized absence for personal reason will not be considered. It means even the authorized absence for more than 20 days can not considered and only 3 days unauthorized absence with in thosee 20 days only can be ignored. Here the petitioner was absent for 29 and ½ days and therefore it will amounting to a break without even considering aspect of permanency on completion of 120 days. However it is clear that there is no evidence to show that he was taking any treatment that too for the injuries sustained while on duty.

(12). It is partinent to note that the applicant through he had approached to the CGIT had filed a Original Application bearing no. 111/1995 before the Central Administrative Tribunal at Mumbai with the prayer of reinstatement and that was dismissed by the Hon'ble CAT. The applicant filed a Review Petition again before the Hon'ble CAT and that was also dismissed. Again the

management has filed at Annexure-8, a copy of order of the Original Application No. 664/1999 which show that he had again approached to CAT with the same prayer and the Hon'ble CAT had rejected the prayer of the petitioner on merit. The Hon'ble CAT had also concluded that the petitioner can not claim that he has completed 120 days. The petitioner while approaching before the Hon'ble CAT had suppressed the pendency of the reference before CGIT and he suppressed though he has amended the Statement of Claim after considerable delay when the final arguments were heard. He was allowed to amend but the amended Statement of Claim is also silent about the orders of the Hon'ble CAT.

(13). The counsel for the petitioner had submited that he has made representation on 06-01-1990, 07-01-1990 and 17-01-1990 requesting the management to allow him to join the work but as he was absent for continuous 3 days, his name was struck off from the Muster and he was not allowed to join. According to the counsel for the petitioner there is no rule to struck off the name after 3 days and therefore according to him there was no reason for not allowing to join the service. Here is question whether the petitioner has completed 120 days continuous service as a Casual Labour for obtaining a status of permanent Casual Labour. Undisputedly previously he was Casual Labour on daily wages. No doubt there is no rule prescribing the particular number of days of absence but it can not be at the sweet-will of the Casual Labour to atend the work on the days after remaining unauthorized absence. In such circumstances it can not be said that the management has wrongly removed his name when he was absent from the work particularly when he was directed to attend. Therefore the defence of the management that he abandoned the work voluntarily appears to be proper. It does not amount either to the termination or to the retrenchment. Therefore in my humble view he can not claim on the basis of his attendance which is less than 120 days, a permanency in the service and the benefits of Section 25-F of I.D. Act. In the result the reference deserved to be rejected. According I pass the negative Award.

Date:30-08-07 A.N. YADAV, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकूलम के पंचाट (संदर्भ संख्या 49/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2007 को प्राप्त हुआ था।

[सं. एल-12012/290/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2006) of Central Government Indusrial Tribunal, Ernakulam as shown in the Annexure, in the indusrtial dispute between the management of Federal Bank and their workmen, recieved by the Central Government on 12-09-2007

[No. L-12012/290/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXTURE

IN THE CERTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COUTR, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A.,L.L.B.,
Presiding Officer

(Thursday the 30th day of August, 2007/8th Bhadrapada, 1929)

I. D. 49 of 2006

(I. D. 1/2005 of Industrial Tribunal, Alapuzha)

Workman — Shri George Thomas
Kurisummoottil House
Slamepuram, Pathanapuram P.O.
Kollam District.

Adv. Shri Ashok B. Shenoy.

Management — The Dy. General Manaer
Canara Bank, Circle Office,
Staff Section (N)
Spencer Junction
Thiruvananthapuram

Adv.M/s.B.S.Krishana Associates

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

"Whether the action of the management of the Federal Bank Ltd. with headquarters at Alwaye Kerala in dismissing Shri George Thomas, Ex-Clerk-Typist of the Koodal Branch vide order No. PIR/M3/P/2266/AW-276/R.242/2002 dated 9-3-2002 is justified ? If not, to what relief Shri George Thomas is entitled?"

2. The facts of the case in brief are as follows:—

The workman, Shri George Thomas was a Typist-Clerk in Federal Bank. Two charge-sheets were issued to him on the allegation of unathorized absence without intimation, borrowing money from customers of the bank, persuading customers and well-wishers to stand guaranty for him and his family members for availing loans and issuing cheques to several persons without maintaining sufficient balance in the account of the workman. A domestic enquiry was conducted and he was found guilty of all the charges and was dismissed from service. The workman challenged the findings and punishment. According to him he was not given sufficient opportunity to defened. He was not given notice of enquiry. The enquiry was held *ex parte*. The findings are perverse.

3. According to the management, notice of enquiry was given to the workman. He was afforded sufficient opportunity to participate in the enquiry. But he remained absent. Copy of proceeding of enquiry held on 9-11-2001 was forwarded to him by the Enquiry Officer. He was offered a chance to cross-examine the management witnesses. That was also not availed by the workman. Again the Enquiry Officer sent a copy of Enquiry Report to the wokrman. On the basis of the materials collected by the Enquiry Officer he come to the conclusion that the workman was guilty of the charges. The Disciplinary Authority, analyzing the evidence and the report, concurred with the finding of Enquiry Officer. The workman was given opportunity for personal hearing and threrafter imposed punishment of dismissal. No illegality is committed either by Enquiry Officer or by the Disciplinary Authority. The workman remained absent unauthorisedly without intimation from 3-4-2001 to 12-4-2001 and again from 17-4-2001 to 7-8-2001. He borrowed money from customers and well-wishers and persuaded customers and other to stand guarantee for him and his family members for loan purpose. He also issued cheques without keeping sufficient balance in the account. The past record of the workman is bad. For similar misconduct disciplinary action was initiated twice and punishment of reduction of basic pay by two stages and stoppege of increment for six months were imposed on him. Still he made no improvements. He has violated Leave Rules as well as provisions of Bipartite Settlement. His conduct is prejudicial to the interest of the bank and effect the reputation of the bank. The findings are based on metrials and the punishment is in proportion to the charges. Therefore no interference in the findindgs or punishment is called for.

4. Since the validity of enquiry is challenged by the workman that issue was heared as a preliminary issue and an order was passed on 17-8-2007 finding that the enquiry is valid. What remains to be considered are :—

(1) Whether the findngs of Enquiry Officer are sustainable ?

(2) Whether the punishment is proper ?

The evidence consists of the oral testimony of MWI and documentary evidence of Ext. M1 on the side of management and WWI and Exts. W1 to W14 on the side of the workman.

5. Point No. (1) :

There are two charges. The 1st charge is Ext. ME-4 dated 7-8-2001 and the 2nd charge is Ext. ME-7 dated 1-11-2001. As per the 1st charge the allegation is that the workman remained absent continuously without applying for leave and without intimation from 3-4-2001 to 12-4-2001 and again from 17-4-2001 to 7-8-2001. As per the 2nd charge the alligations are that he borrowed money from customers and well wishers. He persuaded customers and well-wishers to stand guaranty for him and his family members. He took possesssion of a cheque book clandestinely from the bank and issue cheques to creditors without keeping sufficient balance in his account.

6. So far as the 1st charge is concerned it is contended by the learned counsel for the workman that intimation was given to the bank regarding the absence. Therefore, according to him, if at all the absence is treated as unauthorized it is only a minor misconduct. There is no quarrel that unathorized absence with intimation is only a minor misconduct and unathorized absence without intimation, is gross misconduct falling with in clause 7(a) and5(p) respectively of the 7th Supplementary Bipartite Settlement dated 10-4-2002 (Ref. page 567 'Bipartite Settlement' by H.P.J. Kapoor, 12th Edition). Therefore the pertinent question is whether intimation was given or not. According to the workman the reason for his long absence is his illness. The workman (WWI) says that in 1986 he had met with an accident and fractured his leg. A metal rod was implanted in his leg. There was metallic infection. Hence he was unable to attend duty from 17-4-2001 onwards. The absence prior to that is, from 3-4-2001 to 12-4-2001, for 10 days. He had worked thereafter last on 16-4-2001. According to the management the intimation about his absence from 3-4-2001 to 12-4-2001 alone was given as revealed by Ext. ME-11 to 16 & 18. ME-11 is a leave application in the prescribed format dated 16-4-2001. The leave applied was for 10 days from 3-4-2001 to 12-4-2001. Thereafter, he joined duty. Again from 17-4-2001 he was absent. Ext. ME-12 is a covering letter forwarding Ext. ME-11 application to the Asstt. General Manager. Ext. ME-13 is Fitness Certificate from St. John's Hospital, Pathanapuram stating that he was fit for resuming duty from 13-4-2001. Ext. ME-14 is a medical certificate dated 3-4-2001 advising 10 days'rest from 3-4-2001 onwards. Ext. ME-15 is an intimation letter dated 17-4-2001 regarding absence. Ext. ME-16 is another medical certificate dated 17-4-2001 stating that the workman requires further treatment. Ext. ME-18 dated 14-7-2001 is a letter of intimation to the bank stating that the workman had not fully recovered from his illness and the doctor had advised him rest for 3 more weeks as per medical certificate dated 12-6-2001 and hence he was unable to report for duty. The management however dose not admit receipt of medical certificate dated 12-6-2001. Ext. W-12 produced by the workman before this Court is a copy of that medical certificate dated 12-6-2001. Ext. W-12 (a) is postal receipt of having sent Ext. W-12 medical certificate to the bank . Hence the bank cannot say know that they did not receive medical certificate dated 12-6-2001. As per that medical certificate the workman was advised rest for 3 weeks from 11-6-2001. Ext. W-13(a) is a letter of intimation dated 28-7-2001 sent to the bank stating that though he was fit for reporting for duty due to some personal matters he wanted leave for another six months. Ext. W-13(d) is the postal reciept of having sent Ext. ME-13(a) to the bank. Ext.W-13(b) is another similar letter dated 25-1-2002 stating that it was in continuation of his letter dated 28-7-2001 that he was writing for extention of leave for another 3 months from 25-1-2002 onwards. Thus it can be seen from Exts. W-12, 12(a), 13(a) and 13 (d) that the workman had intimated the bank that he would be absent. However he had not applied for leave except for the period from 3-4-2001 to 12-4-2001. Therefore the absence at any rate from 17-4-2001 to 7-8-2001 is clearly unathorized

absence as found by the Enquiry Officer. But the finding that it was without intimation to the bank is not correct. To that extent the finding of the Enquiry Officer has to be modified. A mere unauthorized absence is only a minor misconduct as already mentioned.

7. The other charges against the workman are borrowing money from customers and others, persuading customers and well-wishers to stand guaranty for him and issuing cheques without keeping sufficient balance in his account.

8. As per the charge the workman had borrowed Rs.50,000/- from Smt. Kunjamma Thomas of Pathanapuram and Rs.10,000/- from Shri K. P. Paulose, a retired Sub-Inspector of Police, Pathanapuram. A loan was taken by Shri Ramakrishnan, Chevayur, Calicut pledging 400 units of UTI-64. The loan amount was repaid. But the UTI units were not returned. Shri C. Abraham of Punalur was persuaded to stand as a guarantor for workman. So also, Fr. O. Thomas of Pathanamthitta stood as surety for a loan of Rs. One lakh availed by the workman from bank and salary of Fr. Thomas, who was a High School Teacher, was deducted towards repayment of the loan amount. It was contended by the learned counsel for the workman that none of these persons, except one (Shri K. P. Paulose, a retired Sub-Inspector) are customers of the bank. The amount borrowed from him was only Rs. 10,000/-. Therefore, according to him, the conduct of the workman in borrowing money has niether affected the reputation of the bank nor is it prejudicial to the interest of the bank. It is to be noted that Bank's Bulletin No.27/97, Part IV dated 2-7-1997, prohibits borrowing mony from customers Enquiry Report refers to the Bulletin (Pg.3). Even if the workman had borrowed money only from one customer, that was enough violation of the instructions of the bank and hence misconduct. Shri Paulose was examined as MW2. He supported the charge of having borrowed money from him and received a cheque which was dishonoured. Another creditor, Smt. Kunjamma Thomas, was also examined as MW3. She too stated that the workman had borrowed Rs.50,000/- from her and issued a cheque which was dishonoured. Regarding guarantors the Branch Manager of the Bank (MW1) had given evidence before Enquiry Officer that the workman had requested Shri M.C. Abraham to stand as a guarantor, Fr.O. Thomas too stood as guarantor. MW1 also stated that the UTI units pledged by Shri Ramakrishnan for taking a loan from the bank was not returned after repayment of the loan. Besides, documents produced before the Enquiry Officer also support the case of the management. On the basis of the oral and documentary evidence the Enquiry Officer found that the allegation, of borrowing and securing guarantors for loans availed by workman and his family members, is ture. The workman had also isued cheques to the creditors. The cheque book facility was withdrawn by the bank from the workman due to his indiscriminate borrowing. It was thereafter that the workman had clandestinely took a cheque book from the bank and issued cheques to borrowers. Ext. ME-9 is copy of a blank cheque signed by the workman. He is not able to explain how he came in possession of the cheque leaf. The cheques when presented by the creditors were dishonoured. It may be true that out of the creditors there is only one customer of the bank. But that will not lighten the gravity of the misconduct. Indiscriminate borrowing by an employee of the bank is bound to tell upon the credibility of the bank. Persuading people by a bank employee to stand as surety and default on his part to repay the loan, affects the reputation of the bank and consequently it is prejudicial to the interest of the bank.

9. The workman does not have a past good record. he was in the habit of indiscriminate borrowing, absenteeism and incurring debts beyond his means of repayment. Ext. ME-31 and 32 are records of disciplinary proceedings on two previous occasions for similar misconduct of absenteeism and borrowing. The punishments imposed are reduction of basic pay by two stages and stoppage of increment for six months. However, there appears to be no ray of improvement in the conduct of the workman. Repetition of the same misconduct unmindful of the consequences, has led him to the present disciplinary action. The bank cannot tolerate such persons. He has dug his own grave and has to beat his own breast. In the circumstances the employer cannot be expected to clamp a lesser punishment than what is ordered and the same is in no way harsh or hard.

10. As per the charge, the misconduct of remaining absent without intimation continuously for a period exceeding 30 days, falls under Clause 5 (p) of 7th Supplementary Bipartite Settlement, doing an act prejudicial to the interest of the bank under Clause 5 (j), absence without leave under Clause 7 (a) and incurring debts to an extent considered by the management as excessive under Clause 7 (l). The first two are gross misconduct and the last two are minor misconduct. I have already found that the unauthorised absence is with intimation and therefore it is only a minor misconduct. However, borrowing money from customers and others is an act which is prejudicial to the interest of the bank and it is a major misconduct. Unauthorised absence is also a minor misconduct. These are the charges that are proved. For the gross misconduct of doing an act prejudicial to the interest of the bank, major punishment of dismissal was ordered by the disciplinary authority and for reasons stated above it calls for no interference.

11. In the light of the reasons stated above, an award is passed finding that the action of the management of Federal Bank in dismissing Shri George Thomas from service is legal and justified and he is not entitled for any relief. The parties will suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of August, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman :

WWI-Shri George Thomas-13-3-2007.

Witness for the Management :

MW1-Shri Syriac Joseph-14-11-2006.

Exhibits for the Workman :

W1 series	-Electricity bills issued to Consumer No. 741 (7 Nos.)
W2	-Copy of letter dated 28-5-2002 sent by the workman to the Supdt., Poastal Division, Kollam.
W3	-Letter dated 4-6-2002 issued by Customer Care Centre, Deptt. of Posts Kollam to the workman.
W4	-Letter dated 8-6-2002 issued by the management to the workman.
W5	-Letter dated 12-6-2002 issued Customer Care Centre, Deptt. of Posts, pathanapuram.
W6	-Photostat copy of letter dated 20-6-2002 sent by the workman to the Chief Manager, P&IR Deptt. of the management.
W6(a)	-Postal receipt.
W7	-Copy of letter dated 8-7-2002 sent by the workman to the Chief Manager, P&IR Deptt. of the management.
W7(a)	-Postal receipt.
W8	-Photostat copy of Medical Certificate dated 3-4-2001.
W9	-Photostat copy of Medical Certificate dated 1-5-2001.
W9(a)	-Postal receipt dated 2-5-2001 in r/o letter sent under Certificate of Posting by workman.
W10	-Photostat copy of Medical Certificate dated 4-5-2001.
W11	-Discharge summary issued from St. Joseph's Hospital, Pathanapuram in r/o Shri George Thomas, the workman.
W12	-Photostat copy of Medical Certificate dated 12-5-2001.
W13	-Postal receipt dated 13-1-2001 in r/o letter sent Under Certificate of Posting by the workman.
W13(a)	-Copy of letter dated 28-7-2001 sent by workman to the Branch Manager, Federal Bank, Koodal Branch.
W13(b)	-Copy of letter dated 25-1-2002 sent by workman to the Branch Manager, Federal Bank, Koodal Branch.
W13(c) to (e)	-Postal receipt of letter sent Under Certificate of Posting by the workman.
W14	-Copy of letter dated 5-12-2001 sent by workman to management.

Exhibit for the Management :

M1	-Enquiry File.

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 46/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था ।

[सं. एल-22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2005) of the Industrial Tribunal, Godavarikhani as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Award U/s. 21 of the L.S.A. Act 1987&Amendment Act, 1994 (Saturday) on the 25th day of August, 2007.

PRESENT

(1)	Sri B. Daivadheenam, B.Com., LL.M.,Junior Civil Judge, Godavarikhani	— Judl. Officer
(2)	Sri K. Sudhakar Reddy	— (Member-Advocate)
(3)	Sri Ch. Upender	—(Member Social Worker)

I.D. No. 46 of 2005

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Distt. Karimnagar

BETWEEN

Gare Ligaiah S/o. Gattaiah, Ex-Coal Filler, S.C. Co. Ltd.,S.R.P. 2-A, Incline.
C/o. Sri G.Komuraiah, Advocate,
H. No. 1-97,Padmanagar.
Post & Distt. Karimnagar, A.P. Pin-Code-505001

...Petitioner/Workman

AND

1. The Superintendent of Mines, SRP, 2-A, Incline, Sreerampur Area, S.C.Co. Ltd., Post Sreerampur Mandal, Mancherial, Distt. Adilabad, State A.P.

2. The General Manager,
S.C.Co. Ltd., Post Sreerampur, Mdl. Mancherial, Distt. Adilabad, A.P. ...Respondent/ Management

CLAIM

This Case is referred by the Industral Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8 2007 for settlement before the LOK ADALAT in the present of the Gare Lingaiah, Petitioner/ Workman and his counsel and the Authorised Officer/Law Officer of the Respondent/Management Sri K.Tirumala Rao, Dy. General Manager, Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :—

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

1. The petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award); the Respondent is directed to take him back to duty forthwith as Badali Coal Filler.

2. This Award is final and binding on all the parties and no appeal shall lie to any Court as per Section 21(2) of the LSA Act, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of Publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signature/thumb impressions in the presence of the members of this Lok Adalat Bench.

LTI of workman
Petitioner/Workman

Authorised Officer /Manager (Law) for the Respondent Company.

-Sd.-
Counsel for the Petitioner

-Sd.-
Presiding Officer of Lok Adalat

Sri K. Sudhakar Reddy
Advocate,
Lok Adalat Member

Sri CH. Upender
Member (Sepcial Worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. 46 of 2005

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Colleries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :

a. The dismissed petitioner-workman should have put in at least 100 musters per year of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as badli Coal filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as badli coal filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afersh.

The Hon'able Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

—Sd—
1. —Illegible—

—Sd—
2. —Illegible—

—Sd—
3. —Illegible—

—Sd—
Authorised Officer for the Respondent Company

—Sd—
—Illegible—

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2965.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 100/2005) को प्रकाशित करती है,जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था।

[सं. एल- 22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S. O. 2965.—In pursuance of Sectiion 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2005) of the Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Award U/s. 21of the L.S.A.Act 1987 & Amendment Act,1994

(Saturday) on the 25 day of August, 2007

PRESENT

(1) Sri B. Daivadheenam, B.Com.,LL.M., Junior Civil, Judge,Godavarikhani—Judl. Officer

(2) Sri K. Sudhakar Reddy—(Member-Advocate)

(3) Sri Ch.Upender—(Member-Social Worker)

I.D. No. 100 of 2005

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Dist. Karimnagar

BETWEEN

Dongala Krishna, S/o Dongala Komuraiah,
Occup. Ex-Coal Filler, Employee Code No. 0973481.
Gdk.No. 11-A.Incline, R/o H.No.D/1242,
Jawaharnagar.
Post. Godavarikhani, Mandal Ramagundam.
Dist: Karimnagar,(A.P.) ....Petitioner/workman

AND

1. The Colliery Manager, Gdk.No.11-A.Incline. S.C.Co. Limited.,Post. Godavarikhani Mandal, Ramagundam .Dist. Karimnagar, A.P.

2.The General Manager, S.C.Co. Limited, Ramagundam Divison-I. Post Godavarikhani Mandal, Ramagundam Dist. Karimnagar A.P.

3.The Managing Directer, S. C. Co.Ltd., Post . Kothagudem. Dist. Khammam, A.P.

...Respondent/Management

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8-2007 for settlement before the Lok Adalat in the present of the Dongala Krishna,Petitioner/ workman and his counsel and the Authorised Officer/Law Officer of the Respondent / Management. Sri K.Tirumala Rao, Dy. General Manager,Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :-

Award Under Section 21of the L.S.A. Act, 1987

1. The Petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are lead over and explained to him in his language and agreed by him to signing by the proposal sheet (enclosed to the award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec.21 (2) of the LSA Act,1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Petitioner/Workman

Authorised Officer/Manager (Law) for the Respondent Company

Counsel for the Petitioner

Presiding officer of Lok Adalat

Sri K. SUDHAKAR REDDY,

Advocate
Lok Adalat Member.

Sri Ch. Upender
Member (social worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. No. 100 of 2005

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :

a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as Badli Coal filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as Badli coal filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

—Sd—	—Sd—
1. —Illegible—	Authorised Officer for the
—Sd—	
2. —Illegible—	Respondent Company
—Sd—	—Sd—
3. —Illegible—	—Illegible—

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2966.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 109/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था ।

[सं. एल- 22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S. O. 2966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/2005) of the Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Award U/s. 21 of the L.S.A. Act 1987 & Amendment Act, 1994

(Saturday) on the 25th day of August, 2007

PRESENT

(1) Sri B. Daivadheenam, B.Com., LL.M., Junior Civil, Judge, Godavarikhani—Judl. Officer

(2) Sri K. Sudhakar Reddy—(Member-Advocate)

(3) Sri Ch.Upender—(Member-Social Worker)

I.D. No. 109 of 2005

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Dist. Karimnagar

BETWEEN

Puppala Satyanarayana S/o. Chandraiah,
Occup. Ex-Coal Filler, Employee Code No. 1229259
Gdk. No. 2-A. Incline, S.C. Co. Limited,
R/o. Godavarikhani, Mandal Ramagundam.
Dist: Karimnagar,(A.P.) ....Petitioner/Workman

AND

1. The Colliery Manager, Gdk. No. 2-A. Incline. S.C. Co. Limited., Post, Godavarikhani, Mandal Ramagundam, Dist. Karimnagar.

2. The General Manager, S.C. Co. Limited, Ramagundam Divison-I. Post Godavarikhani, Mandal Ramagundam, Dist. Karimnagar (A.P.).

3. The Managing Director, S.C. Co. Ltd., Post : Kothagudam. Dist. Khammam, (A.P.).

...Respondent/Management

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8-2007 for settlement before the Lok Adalat in the present of the Sri P. Satyanarayana, Petitioner/workman and his counsel and the Authorised Officer/Law Officer of the Respondent /Management. Sri K.Tirumala Rao, Dy. General Manager, Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :—

Award Under Section 21of the L.S.A. Act, 1987

1. The Petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are read over and explained to him in his language and agreed by him to signing the proposal sheet (enclosed to the award), the Respondent is directed to take him back to duty forth with as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement to the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

—Sd—	—Sd—
Petitioner/Workman	Authorised Officer/Manager (Law) for the Respondent Company
—Sd—	—Sd—
Counsel for the Petitioner	Presiding officer of Lok Adalat

—Sd—

Sri K. Sudhakar Reddy, Advocate
Lok Adalat Member.

—Sd—

Sri Ch. Upender,
Member (Social Worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. No. 109 of 2005

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :—

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :—

a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as Badli Coal filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

—Sd—	—Sd—
1. —Illegible—	Authorised Officer for the
—Sd—	—Sd—
2. —Illegible—	Respondent Company
—Sd—	—Sd—
3. —Illegible—	—Illegible—

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2967.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 124/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था।

[सं. एल- 22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/2005) of the Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Award u/s. 21of the L.S.A. Act, 1987 & Amendment Act, 1994

(Saturday) on the 25th day of August, 2007

PRESENT

(1) Sri B. Daivadheenam, B.Com., LL.M., Junior Civil Judge, Godavarikhani—Judl. Officer

(2) Sri K. Sudhakar Reddy—(Member-Advocate)

(3) Sri Ch. Upender—(Member-Social Worker)

I.D. No. 124 of 2005

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Distt. Karimnagar

BETWEEN

Ch. Venkateshwarlu S/o. Komuraiah,
Ex-Coal Filler, S.C. Co. Limited, E. C. No. 2866290,
C/o. Sri A. Sudhakar, Teacher,
Post. Srisapalli, (V), Mandal, Huzurabad,
Distt. Karimnagar, State A.P.

....Petitioner/Workman

AND

1. The Superintendent of Mines, R.K. 8 Incline, S.C.Co. Limited., Post. Ramakrishna, Distt. Adilabad, State A.P.
2. The General Manager, S.C.Co. Limited, Sreerampur Area, Post Sreerampur, Via. Mancherial, Distt. Adilabad, State A.P.
3. The Chairman & Managing Directer, S.C.Co. Ltd., Post. Kothagudam. Distt. Khammam, (A.P.).

...Respondent/Management

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8-2007 for settlement before the Lok Adalat in the presence of the Sri Ch. Venkateswarlu, Petitioner/ workman and his counsel and the Authorised Officer/Law Officer of the Respondent /Management Sri K.Tirumala Rao, Dy. General Manager, Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :—

Award Under Section 21of the L.S.A. Act, 1987

1. The Petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act,1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

—Sd— Petitioner/Workman	—Sd— Authorised Officer/Manager (Law) for the Respondent Company
—Sd— Counsel for the Petitioner	—Sd— Presiding Officer of Lok Adalat

Sri K. Sudhakar Reddy, Advocate
Lok Adalat Member.

Sri Ch. Upender,
Member (Social Worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. No. 124 of 2005

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :

a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospital and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

—Sd—	—Sd—
1. —Illegible—	Authorised Officer for the
—Sd—	—Sd—
2. —Illegible—	Respondent Company
—Sd—	—Sd—
3. —Illegible—	—Illegible—

नई दिल्ली, 12 अक्तूबर, 2007

का. आ. 2968.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 50/2006) को प्रकाशित करती है,जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था।

[सं. एल- 22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th October, 2007

S.O. 2968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2006) of the Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Award u/s. 21 of the L.S.A. Act, 1987 & Amendment Act, 1994

(Saturday) on the 25th day of August, 2007

PRESENT

(1) Sri B. Daivadheenam, B.Com., LL.M.,
Junior Civil Judge, Godavarikhani—Judl. Officer

(2) Sri K. Sudhakar Reddy—(Member-Advocate)

(3) Sri Ch. Upender—(Member-Social Worker)

I.D. No. 50 of 2006

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Distt. Karimnagar

BETWEEN

Erelli Mallaiah S/o. Laxmaiah,
Ex-Coal Filler, E. Code. No. 0906573 S. C. Co. Limited,
C/o. Qr. No. D-322, Gandhinagar,
Post Godavarikhani,
Distt. Karimnagar, (A.P.) ....Petitioner/workman

AND

1. The Colliery Manager, S.C. Co. Limited., Gdk. No.6 Incline, Post. Godavarikhani, Mandal Ramagundam. Distt. Karimnagar, A.P.

2. The General Manager, S.C.Co. Limited, Ramagundam Area-I, Post Godavarikhani, Mandal Ramagundam , Dist. Karimnagar. State A.P.

3. The Chairman & Managing Director, S.C. Co. Ltd., Post . Kothagudem. Dist. Khammam, State A.P.

...Respondent/Management

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8-2007 for settlement before the Lok Adalat in the present of Sri Erelli Mallaiah, Petitioner/ Workman and his counsel and the Authorised Officer/ Law Officer of the Respondent /Management Sri K.Tirumala Rao, Dy. General Manager, Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :-

Award Under Section 21of the L.S.A. Act, 1987

1. The Petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are lead over and explained to him in his language and agreed by him to signing the proposal sheet (enclosed to the award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act,1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement to the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

—Sd—	—Sd—
Petitioner/Workman	Authorised Officer/Manager (Law) for the Respondent Company
—Sd—	—Sd—
Counsel for the Petitioner	Presiding officer of Lok Adalat

. Sri K. Sudhakar Reddy, Advocate
Lok Adalat Member.

Sri Ch. Upender,
Member (Social Worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. No. 50 of 2006

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :

a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as Badli Coal filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospital and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and consent award under Section 21 of LSA Act, 1987.

—Sd—	
1. —Illegible—	Authorised Officer for the
—Sd—	
2. —Illegible—	Respondent Company
—Sd—	—Sd—
3. —Illegible—	—Illegible—

नई दिल्ली, 12 सितम्बर, 2007

का. आ. 2969.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 55/2006) को प्रकाशित करती है,जो केन्द्रीय सरकार को 12-09-2007 को प्राप्त हुआ था।

[सं. एल- 22013/1/2007-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S. O. 2969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2006) of the Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-09-2007.

[No. L-22013/1/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,. GODAVARIKHANI

Award u/s. 21of the L.S.A. Act 1987 & Amendment Act, 1994

(Saturday) on the 25th day of August, 2007

PRESENT

(1) Sri B. Dalvadheenam, B.Com., LL.M., Junior Civil, Judge, Godavarikhani—Judl. Officer
(2) Sri K. Sudhakar Reddy—(Member-Advocate)
(3) Sri Ch.Upender—(Member-Social Worker)

I.D. No. 55of 2006

On the file of Industrial Tribunal-cum-Labour Court, Godavarikhani, Dist. Karimnagar

BETWEEN

JULA Chandraiah, S/o. Rayamallu
Ex-Coal Filler, S.C. Co. Ltd., employee code No. 0927341.

Qr. No. St. 2-317, Bus Stand Colony,
Post Godavarikhani,
Dist: Karimnagar,(State A.P.) ....Petitioner/workman

AND

1. The Colliery Manager, S.C. Co. Limited., Gdk. No. 6 Incline, Post. Godavarikhani, Mandal Ramagundam. Dist. Karimnagar, A.P.

2. The Chief General Manager, S.C.Co. Limited, Ramagundam Area-I, Post Godavarikhani, Dist. Karimnagar. State A.P.

3. The Chairman & Managing Director, S.C. Co. Ltd., Post. Kothagudem. Dist. Khammam, State A.P.

...Respondent/Management

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court, Godavarikhani at the request of both parties and coming on 25-8-2007 for settlement before the Lok Adalat in the present of Sri Jula Chandraiah Petitioner/Workman and his counsel and the Authorised Officer/Law Officer of the. Respondent /Management Sri K.Tirumala Rao, Dy. General Manager, Law.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement passed the following :-

Award Under Section 21of the L.S.A. Act, 1987

1. The Petitioner having agreed to the detailed proposals of the Management [Clauses 1(a) to (e) and 2], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act,1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement to the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

—Sd— Petitioner/Workman	—Sd— Authorised Officer/Manager (Law) for the Respondent Company
—Sd— Counsel for the Petitioner	—Sd— Presiding Officer of Lok Adalat

Sri K. Sudhakar Reddy, Advocate
Lok Adalat Member.

Sri Ch. Upender,
Member (social worker)

BEFORE THE LOK ADALAT BENCH OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

I.D. No. 55 of 2006

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-5-2006 subject to the following conditions :

a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of service subject to medical fitness by Company Medical Board.

c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner-workman was last employed.

d. The petitioner-workman has to put in minimum 20 musters every month. His performance will be reviewed once in every 3 months for a period of one year. In the event of any short fall of attendance during any month of any review period, his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospital and remains in company sick rolls will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

1. Sd/- Illegible	Authorised Officer for the
2. Sd/- Illegible	Respondent Company
3. Sd/- Illegible	1. (L.T.I. of J.Chandraiah)
	2. B. Amrender Rao, Advocat

नई दिल्ली, 12 सितम्बर, 2007

का.आ. 2970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 37 /1995) को प्रकाशित करती है,जो केन्द्रीय सरकार को 12-9-2007 को प्राप्त हुआ था ।

[सं. एल.-22012/14/1995-आई आर (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2970.—In pursuance of Section 17of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 12-09-2007.

[No.L-22012/14/1995-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT

SRI MD. SARFARAZ KHAN, Presiding Officer.

REFERENCE NO. 37of 1995

PARTIES :

Agent, Manderboni Colliery of ECL,
Pandaveshwar, Burdwan.

Vrs.

The Working President, Colliery Mazdoor Union, Ukhra, Burdwan.

REPRESENTATIVES

For the management : Sri P. K. Das, Advocate.
For the union (workman): Sri M. Mukherjee, Advocate.

INDUSTRY : COAL State: West Bengal
Dated the 21-08-2007

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Sectiion 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No.L-22012/14/95-IR (C-II) dated 14-7-95 has been pleased dated to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Agent, Manderboni Colliery under Pandaveshwar Area of M/s. E.C.Ltd., PO. Pandaveshwar, Distt. Burdwan (W.B.) in denying pay protection from PR to TR in respect of Sh. Israfil Haulaque, Khalasi is justified ? If not, to what relief are the concerned workman entitled ?"

After having received the Order No. L-22012/14/95-IR (C-II) dated 14-07-1995 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 37 of 1995 was registered on 1-08-96 and accordingly an order to that effect was passed to issue notices to the through the registered post to the parties concerned directing them to appear in the court on the date fixed and file their written statement along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were issued to the respective parties. Sri P. K. Das, Advocate and Sri M. Mukherjee, Advocate appeared in the court along with their power of attorney to represent the management and the union or the workman respectively and written statement in support of their claims were filed.

From perusal of the record it transpires that the record was fixed for final hearing of the case but the learned lawyer for the union submitted that he has got no instruction either on behalf of the union or the workman concerned. So he is not in a position to get himself ready for the argument. The record goes to show that the union or the workman does not take interest in this case. So it is not proper and advisable to keep this old reference pending any more in anticipation of the appearance of the union or workman to take suitable step on their behalf. As such it is hereby.

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2007

का.आ. 2971.–औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 04/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2007 को प्राप्त हुआ था ।

[सं. एल-22012/408/1997-आई आर (सी-II)]

अजय कुमार गोड़, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.04/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 12-9-2007.

[No. L-22012/408/1997-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT

SRI MD. SARFARAZ KHAN, Presiding Officer

Reference No. 04/1999

PARTIES:

Agent, Girmint Colliery of ECL, Charanpur, Burdwan

Vrs.

Organising Secretary, Colliery Mazdoor Sabha, Asansol, Burdwan

Representatives

For the management : Sri P. Goswami, Advocate

For the union(workman) : Sri M. Mukherjee, Advocate

Industry : Coal State : West Bengal

Dated the 29-08-2007

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour *vide* its letter No. L-22012/408/97-IR(CM-II) dated 17-12-1998 has been pleased dated to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Adjoy-II Colliery under Sripur Area of M/s. ECL indismissing Sh. Seomongal Sing, Arm Guard on the charge (i) for gross negligence of work, (ii) disobedience of superiors and (iii) violation of the Indian Explosives Act/Rules made thereunder is justified ? If not, what relief the workman is entitled ?"

On having received the Order No. L-22012/408/97-IR (CM-II) dated 17-12-1998 of the aforesaid reference from the Govt.of India, Ministry of Labour , New Delhi for adjudication of the dispute, a reference Case No. 4 of 1999 was registered on 11-1-1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and file their written statement along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices by the registered post were sent to the parties concerned. Sri P. Goswami, Advocate and Sri M. Mukherjee, Advocate appeared in the Court with the power of attorney representing the management and the union respectively.

Subsequently both the parties filed their written statement in support of their respective claims.

From perusal of the record it transpires that the case was fixed for final hearing but the same could not be taken up as the learned lawyer for the union was awaiting instruction from the union or the workman concerned. It is further clear from the order sheets of the record that the learned lawyer for the union appeared in the court on the dated fixed i.e. 25-4-06 for hearing and submitted that he has got no instruction from the side of the union or the workman concerned. So he is not in a position to proceed with the case further and he made an endorsement to that effect on the margin of the order sheets. It is clear from the said facts and the circumstance that either the union or the workman concerned is not interested to proceed with the case any further. As such it is not proper and advisable to keep the old record pending any more as no useful purpose is to be served. As such it is hereby.

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Government of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2007

का.आ. 2972.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 229/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2007 को प्राप्त हुआ था।

[सं. एल-12012/103/1997-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S. O. 2972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 229/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workman, received by the Central Government on 12-9-2007.

[No.L-12012/103/1997-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Sri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Friday the 31st day of August, 2007/9th Bhadrapada, 1929)

I.D. 229/2006

(I.D. 54/of Court, Ernakulam)

Workman	P.D. Jose Panikulankara House Attupuram Ernakulam Adv. Shri H.B. Shenoy
Management	The Regional Manager Union Bank of India, Regional Office Union Bank Bhawan, M.G. Road Ernakulam Adv. Shri Raghunandanan

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

> "Whether the action of the management of Union Bank of India, Kochi in terminating the services of Shri P.D. Jose w.e.f. 11-8-92 without complying the provisions of Section 25-F of the I.D. Act, 1947 is legal and justified ? If not, to what relief the said workman is entitled ?"

2. When the matter came up for adjudication the parties came to a settlement in Adalat.

3. In the result, an award is passed in terms of the settlement as follows—

In full and final settlement of all the claims in this I.D. it is agreed that the management would pay Rs. 10,000 and the workman agrees to receive the same. The workman agrees that he will not claim gratuity before any forum. The amount is handed over and received by the workman in pursuance to the settlement.

4. The award will take effect one month after its publication in the Official Gazette.

(Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of August, 2007.)

P.L. NORBERT, Presiding Officer

APPENDIX

Nil.

In the CGIT-cum-Labour Court, Ernakulam

I.D. No. 229/2006

The parties agreed in the Adalat held on 31-8-2007 to settle the dispute in the following manner.

In full and final settlement of all the claims in this I.D. it is agreed that the management would pay Rs. 10,000 and the workman agrees to receive the same. The workman agrees that he will not claim gratuity before any forum. The amount is handed over and received by the workman in pursuance to the settlement.

Dated this the 31st day of August, 2007.

-Sd.-	-Sd.-	-Sd.-
Petitioner/Workman	Respondent/Management	Mediator
-Sd.-	-Sd.-	
Counsel for Petitioner	Counsel for Respondent	

नई दिल्ली, 12 सितम्बर, 2007

का.आ. 2973.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डॉक लेबर बोर्ड के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 23/2004)को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-09-2007 को प्राप्त हुआ था।

[सं. एल-32011/7/2004-आईआर(बी-II]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the management of Dock Labour Board and their workmen, received by the Central Government on 07-09-2007.

[No. L-32011/7/2004-IR-(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 23 of 2004

PARTIES: Employers in relation to the management of Calcutta Dock Labour Board

AND

Their Workmen

PRESENT

Mr. Justice C.P. Mishra, Presiding Officer

APPEARANCE

On behalf of the Management : Mr. K. K. Barua, Personnel Officer

On behalf of the workmen : None

State: West Bengal Industry : Port & Dock

Dated : 29th August, 2007

AWARD

By order No.L-32011/7/2004-IR-(B-II) dated 21-06-2004 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"(1). Demand No.c : Whether the action of the management of Calcutta Dock Labour Board in not effecting the revised VDA payments to its workmen/Employees w.e.f. 1-8-2002 is legal and justified? If not legal and justified. Whether the workmen are entitled for arrears along with interest or not?

(2) Demand No. d : Whether the action of the Calcutta Dock Labour Board management in stopping the LTC facility since year 2000 is legal and justified? Whether stoppage of LTC facility amounts to violation of Section 9A of the I.D. Act, or not? so, what relief the workmen/employees are entitled to?

(3) Demand No. e : Whether the action of the management of Calcutta Dock Labour Board in stopping the basic medical facilities like reimbursement of Bills for medicines purchases from out side and treatment got out side since 1999 is legal and justified ? Whether such action by the DIB amount to violation of Art. 21 of the Constitution i.e. right to life of its workmen /employees ? If so what relief the workmen /employees are entitled to?

(4) Demand No. f : Whether the action of the management of Calcutta Dock Labour Board in stopping the retirement benefits (like gratuity/pension) of its workmen /employees who have retired from services since 1-8-2002 is legal and jusified ? Whether such stoppage amounts to violation of Art. 21 of the Constitution i.e. right to life? Whether the retired workmen/employees are entitled for their terminal benefits/monthly pension etc. along with interest or not?"

2. When the case was called out on 31-7-2007 none appears on behalf of the workmen although the management was represented by its officer. It appears from record that three unions are involved in the present reference, but only one union, namely, Calcutta Dock Labour Board Workers' Committee filed its statement of claims on 19-08-2004. Surprisingly enough this union too preferred not to appear and contest the matter thereafter inspite of service of notice from time to time. The other unions never entered appearance nor took any step in the matter inspite of service of several notices upon them from time to time. The management was all along present and ready to contest the reference. It was, however, stated by the management in the circumstance that since the workmen are not coming forward to substantiate their claims, they have nothing to answer and it has prayed for disposal of the matter by passing appropriate orders.

3. In the circumstances as stated above it is clear that the workmen are not longer interested to proceed with the present reference and no useful purpose will be served by keeping the matter pending further. This Tribunal accordingly has no other alternative but to dispose of the matter by passing a "No Dispute" Award.

4. A "No Dispute" Award is accordingly passed and the reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated, Kolkata,

The 29th August, 2007

नई दिल्ली, 12 सितम्बर, 2007

का.आ. 2974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इण्डिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 42/2000)को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-09-2007 को प्राप्त हुआ था ।

[सं. एल-12012/109/2000-आईआर(बी-II]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2007

S.O. 2974.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 42/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the management of United Bank of India and their workmen, received by the Central Government on 07-09-2007.

[No. L-12012/109/2000-IR-(B-II)

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 42 of 2000

PARTIES: Employers in relation to the management of United Bank of India

AND

Their Workmen.

PRESENT

Mr. Justice C.P. Mishra Presiding Officer

APPEARANCE

On behalf of the Management : Mr. R.N. Majumdar, Advocate

On behalf of the Workmen : Mr. S. Roy Chowdhury, Advocate with Ms. R. Basu, Advocate

State: West Bengal Industry: Banking

Dated : 29th August, 2007

AWARD

By Order No. L-12012/109/2000-IR-(B-II) dated 29-09-2000 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the United Bank of India in terminating Shri Hriday Narayan Routh and Shri Surendra Routh from the services of the Bank w.e.f. 13-1-1999 and 01-01-2000 respectively is legal and justified? If not to what relief are the workmen entitled ?"

"Whether their demand for reinstatement in service and regularization is justified ? If so, from what date ?"

2. The present reference has been made at the instance of United Bank of India Shramik Karamchari Samity, hereinafter to be referred as the union. The case of the union in short is that though these two concerned person have rendered considerable period of uninterrupted service with the United Bank of India, hereafter to be referred as the Bank, they have not been conferred the permanent status and they have been discriminated in public employment. The union described these two concerned workman as "badli" and alleged that the action of the Bank in not conferring them permanent status amounts to committing unfair labour practice as per clause 10 of the 5th Schedule under Section 2 (ra) of the Industrial Disputes Act, 1947. Shri Hriday narayan Routh and Shri Surendra Routh were dismissed from service as Sweeper of Calcutta Branch against posting of Sahadur Ram Routh and Ashoke Hela, though Shri Hridaynarayan Routh and Shri Surendra Routh had been working since 02-07-1983 and 18-08-1986 respectively. Said ShriSahadur Routh was a badli Sweeper in the Shyambazar Branch of the Bank for a short period of time totalling two months and they he was posted as part-time Sweeper in that branch on 23-03-1982 whereas said Shri Askoke Hela was shifted from West Bengal Region-I to Calcutta (Central) Region and then to Calcutta-I Region allowing him the advantages of absorption in more number of branches. The action of the management firstly in denying regularization/permanent absorption of the concerned two workman and secondly in terminating their services during pendency of the conciliation proceeding are stated to be illegal, malafide,opposed to all norms and procedural and other natural justice. Such action of the management is also stated to be discriminatory and violative of the guarantees under Articles 13 (3), 14, 19(1)(g), 21, 39(d) and 300A of the Constitution of India. It is further stated that the policy of the Bank circulated under circular dated 21-11-1988 is oppressive and harsh which purports to classify the persons similarly circumstanced in a dissimilar way is unreasonable, unjust, unfair and above all opposed to public policy and as such the Bank is forbidden to rely on any such administrative policy. It is also stated that the concerned workmen have acquired valuable right of absorption in terms of a verdict of the Hon'ble Supreme Court and such a right cannot be taken away in the name of administrative guidelines. According to the union the concerned workman are entitled to be reinstated in service from a date just after completion of 240 days continuous work and also to get all the benefits attached to the posts held by them had they been granted permanent absorption and had there been no termination of their services. It is, therefore, prayed that an Award be passed answering the first question as mentioned in the reference in the negative and in favour of the workman and also directing that the concerned workmen are entitled to be reinstated in service on regularization from a date adjacent to the date of completion of 240 days continuous work.

3. The Bank has filed a written statement denying the claims and contentions raised on behalf of the

workmen. It has challenged the order of reference and stated it to be without jurisdiction and nullity. It is also stated that the reference is based on misconceived interpretation and erroneous understanding of the provision of the law and is a product of misapplication of the relevant material and capricious. Bank has also stated that the dispute is ill-conceived and not maintainable as an industrial dispute. It is stated that the reference is incompetent and void *abinitio* on the face of it as because the workmen concerned are still being engaged intermittently as a Sweepers in the absence of regular Sweeper. It is also stated that in the reference it has been specified that the management of the Bank has terminated the service of the workmen concerned although the facts remain that they are being still engaged intermittently as Badli Sweepers in the Bank.

Regarding the merit, it is the case of the Bank that it has framed policy for recruitment and posting of part-time/full-time Sweepers in the Bank and the vacancy of part-time/full-time Sweeper is filled up as per Bank's existing policy guidelines enumerated vide Circular No. PA(AS)/82/O & U-125/88 dated 21-11-1988. For filling up the vacancy of a full-time Sweeper, the Bank gives preference to the senior-most part-time Sweeper of the station who is in receipt of at least 1/3rd of the pay and allowances of a subordinate staff and the policy stipulates that the part-time Sweepers drawing lump sum remuneration are not eligible for consideration to the post of full-time Sweeper. For the purpose of selection of Sweepers eligible for drawing higher remuneration from amongst the Sweepers drawing lower remuneration, i.e. 1/3rd of the pay and allowances of a subordinate staff, the letters of request are invited from such eligible part-time Sweepers through the branches and consideration for posting as Sweepers for higher remuneration is made on the basis of seniority in service. The concerned workmen were empanelled as Badli Sweepers, but Shri Ashok Kumar Hela and Shri Sahadur Ram Routh were appointed as permanent part-time Sweepers. As per Circular dated 21-11-1988 referred to above for filling up the vacancy of full-time Sweeper preference would be given to the senior-most part-time Sweeper of the station who is in receipt of at least 1/3rd of the pay and allowances of the subordinate staff. Since Shri Ashok Kumar Hela and Shri Sahadur Ram Routh were permanent part-time Sweepers and they fulfilled the requirement of the scheme, i.e., Circular dated 21-11-1988, they were given the appointment to the post of Sweepers which became vacant due to death of two permanent Sweepers. On the other hand, since the concerned workmen were merely Badli Sweepers, there was no question of considering them for being appointed against the permanent posts of Sweepers. It is stated that the concerned workmen were employed as Badli Sweepers and as such they have no right to be employed. It is categorically denied that the concerned workmen and Shri Ashok Kumar Hela and Shri Sahadur Ram Routh were similarly circumstanced. It is reiterated that the concerned workmen have not ben terminated and they are being still engaged as badli sweepers intermittently as and when situation warrants. The Bank has denied that the concerned workmen have completed 240 days work in a calendar year. It is further stated that even if it is assumed for argument sake that the workmen concerned have worked for 240 days in a calendar year, that itself does not give any right to them for absorption and/or regularization in the services of the Bank. It is thus stated the workmen concerned are not entitled to any relief.

4. A rejoinder is also filed on behalf of the workmen in this case denying the contentions of the management and reiterating the case of the workmen as stated in the written statement.

5. The two concerned workmen have been examined on behalf of the workmen in this case. Bank, however, has chosen not to examine any witness in this case. WW-1, Surendra Routh has stated that he was appointed as Sweeper and used to work in the Calcutta Branch of the Bank from 18-08-1986. First he said that he was appointed temporarily and then said he was appointed as a badli, but he was called for performing duties from time to time in absence of Sweepers. He clearly said that he used to work sometimes for 2 days in a month, sometimes 10 days in a month and during some months he did not get any work at all. He made representation for making his job permanent, but it was not accepted. He stated that Hriday Narayan Routh was working with him and he was senior to him. According to him Hriday Narayan was appointed in place of Hari Kishan Routh and he was appointed in place of one Shaikh Nanka who had died. He also stated that Sahadur Ram Routh was appointed in place of S. K. Nanka and Ashoke Hela in place of Hari Kishan Routh. When fresh persons were appointed on permanent basis ignoring their cause, they approached the union and the union raised the industrial dispute. He has prayed for making him and the other concerned workmen permanent. In cross-examination the witness stated that he worked for the last time in the Bank on 21st July 2001 and he had been working all along in the same manner. He admitted that he has not been terminated from service.

WW-2, Hriday Narayan Routh is the other concerned workmen. he has stated in his evidence that he joined the service of the Bank at its Calcutta Branch in July, 1983 as Badli Sweeper. Whenever somebody proceeded on leave he was called upon to work from time to time and in this way he continued to work till 1992. 1993 he was absorbed in the permanent full time Sweeper post when the permanent incumbent died. In January, 2001 he was removed but he did not receive any notice of retrenchment of compensation for the same. During this period he had also worked with the Bank on temporary appointment for 15 to 20 days. He has prayed for his absorption against permanent post and also back wages. In cross-examination the witness has stated that he did not receive any appointment letter either for appointment as Badli Sweeper or at the time of engagement in place of permanent Sweeper. According to him when he was first engaged his age was 19 years. He has also stated that he approached the union which took up his cause. According to him his last work in the Bank was for the period from 1st December, 2001 to 20th December, 2001 which was against leave vacancy.

6. On behalf of the workmen served documents have been exhibited. Ext. W-1 is the letter of union dated

15-12-1998 addressed to the ALC(C), Kolkata.Exts. W-2 to W-2/3 are the proceedings of the joint discussions held in conciliation proceeding. Ext. W-3 is the copy of the statement of specific demand dated 26-3-1999 of the union. Ext. W-5 is the of the letter of demand dated 23-12-1999 of the union. Ext. W-5 is the letter dated 21-8-1999 of the management to ALC.Ext. W-6 is the letter dated 13-01-1999 of the management to ALC(C) Ext.W-7 is the circular of the management dated 21-11-1988 regarding policy for recruitment and posting of part-time/full-time Sweepers in the Bank. Ext.W-8 is a letter of the Deputy Manager (OP) of the Bank dated 08-01-1993 addressed to the Regional Manager. Ext. W-9 is a judgement of the Hon'ble Supereme Court reported in AIR 1999 SC 1160. Ext.W-10 is the letter of the Chief Regional Manager of the Bank. dated 30-07-1999 addressed to the Assistant General Manager of the Bank. Ext.W-11 is the letter dated 26-8-1993 written by the Chief Officer (PA-AS) of the Bank to the Assistant General Manager of the Bank . Ext. W-12 is the released order dated 11-1 1999 in respect of Sahadur Ram Routh Ext. W-13 is the letter of appointment dated 28-12-1998 of Sahadur Ram Routh. Ext. W-14 is the release order dated 31-12-1999 in respect of Ashoke Kumar Hela. Ext. W-15 are the pay sheets and vouchers . Ext. W-16 is a letter dated 10-05-1977 to Ashoke Kumar Hela by the Bank. Ext. W-17 is a letter dated 29-07-1994 of Surendera Routh to the DGM of the Bank. Ext. W-18 is a circular of the Bank dated 22-2-1990. Ext. W-19 is the letter dated 25-4-1997 of the Assistant General Manager of the Bank to the Chief Regional Manager Ext. W-20 is a circular of the Bank dated 8-10-1998.Ext. W-21 is a letter dated 8-4-1997 of the Assistant General Manager of the Bank to the Deputy General Manager Ext. W-22 is a letter dated 30-7-1999 of the Chief Regional Manager of the Bank to the Assistant General Manager. Ext.W-23 is a letter dated 26-1-1990 of the Deputy General Manager (Admn.)of the Bank to the Assistant General Manager. .Ext. W-24 is a letter dated 22-9-1993 of the Deputy Regional Manager (Admn.) of the Bank to the Chief Officer.

7. On the other hand Bank has exhibited only two documents. Ext. M-1 a circular of the Bank dated 21-11-1988 which is already marked Ext. W-7. Ext. M-2 is a letter dated 19-8-2000 of the Bank addressed to the Section Officer (IR) Ministry of Finance , Government of India.

8. On the perusal of the aforsaid facts and circumstances relating to the claim preferred by the workmen concerned challenging their termination of services and also seeking relief for regularisation after reinstatement in service, it is evident that both the workman concerned admittedly had been employed with the Bank as Badli Sweepers and they had rendered their services as such from time to time . As per their case they have acquired valuable right of their absorption and the Bank the action of the Bank in not conferring permanent status to the said workmen amounts to committing unfair labour practice.It has also been submitted on their behalf that by denying regularisation/permanent absorption to them the Bank also got their services terminated during the pendency of the conciliation proceeding and in this connection it is also submitted that the Bank made discrimination by regularisation services of other two persons viz. Sahadur Ram Routh and Ashoke Hela.

9. Management, however, has denied it to be as such and stated that these workmen being badli workers employed by the Bank have got no legal right to be so absorbed as they used to get work only in the absence of regular employees. They did not have any guaranted right of employment in this connection. The management has also placed reliance on exiting policy guidelines of the Bank, i.e. Circular dated 21st November, 1988, Ext. M-1 (W-7) referred to above by both the parties which governs filling up of the vacancy of full-time Sweeper by giving preference to the senior-most part-time Sweeper of the station. This policy does not apply to the concerned workmen being badli workers and part-time Sweepers drawing lump sum remuneration are also not entitled for the post of full-time Sweeper. Reliance has been placed to the decision of the Hon'able Supreme Court in AIR 1986 SC 1514 **(Prakash Cotton Mills Pvt.Ltd. v. Rashtriya Mills Mazdoor Sangh)** to show that badli workers are not entitled to any guaranteed right of employment. Badli workmen are really casual employees without any right to be employed Reliance is also placed on the recent decision of the Constitution Bench of the Hon'able Supreme Court **in Secretary State of Karnataka & Ors. V. Umadevi (3) & Ors.** , (2006) 4 SCC 1 to say that on a survey of the judgements of the Hon'able Supreme Court on the point, the predominent view is seen to be that appointment made without following the due process or the rule for appoinment did not confer any right on the appointees and that the court cannot direct their absorption or regularisation or re-engagement or making them permanent. Those decisions which run counter to the principles settled in this decision, or in which directions running counter to what has been held herein have been given, will stand denuded of their status as precedents.

10. Considering the respective claims and contentions of the parties as such, it is evident that the workmen concerned admittedly being badli workers are employed with the Bank are really casual employees without having been so appointed for any regular post and as the nature of their job itself go to show that they have been appointed from time to time in the absencce of regular Sweeper. It has also come in evidence that the services of the workmen concerned have never been terminated and they are still being employed from time to time as and when there is such vacancy arising out as such in the Bank in the absence of the regular Sweeper. This fact has also been admitted by the workmen Surendra Routh himself while giving his testimony before this Tribunal that he has not been terminated from service. So is the statement given by the other workmen. Hridey Narayan Routh that he had worked in the Bank from 1st December, 2001 to 20th December, 2001 in the leave vacancy. In view of the aforesaid fact and position of these two workmen against whom no termination order has ever been passed and they are still being given chance to work from time to time , the question of terminating their services does not arise so as to consider their claim in light of their submissions in this regard. The management in paragraph 3 of its written statement has also clarified this aspect of the matter by saying that both these workmen

concerned unlike the facts mentioned in the schedule of reference showing their termination of services from 13th January, 1999 and 1st January, 2000 are still being engaged intermittently as badli Sweepers and as such in view of that the question of termination of their services does not arise so as to grant any relief on this count as per schedule of reference.

11. So far as the other relief claimed by the workmen concerned for regularization by giving them permanent status as they have acquired right of absorption, it is evident that both the sides have referred to the guidelines laid down by the Bank circulated under Circular dated 21-11-1988, Ext. M-1 (W-7) in this regard. The workmen has tried to challenge the said circular and the policy of the Bank by submitting that it is oppressive and discriminatory as they have already completed 240 days continuous work with the Bank and as such are liable to be absorbed. Since the matter regarding promotion and absorption is governed by the policy of the Bank which is a statutory body, the matter has to be viewed in light of that and the Bank has to comply with the guidelines already framed by it and the matter regarding policy so framed is a matter within the competence of the concerned statutory body and it cannot be laid down by the Courts so as to confer any right of absorption of appointment to the workman who will get his rights whatsoever available to him as per guidelines which is within the exclusive domain of the concerned authority in this regard. So far as the question of giving this relief for regularization to the concerned workmen is concerned, as per the aforesaid guidelines and circular, Ext. M-1 issued by the Bank, it is evident that the management has submitted that there has been no such violation made by it to confer the right of absorption or regularization to the other two workmen, namely. Ashoke Hela and Sahadur Ram Routh in case they really so eligible under it. But, since the concerned workmen do not fulfill the criteria laid down therein such benefit was not extended to them. Realising this aspect of the matter it was submitted on behalf of the workmen in paragraph 9 of the written statement that the policy was no framed by the management under this circular is discriminatory and it causes prejudice to the right of the workmen concerned who have put in number of years' service and so they have challenged the policy of the Bank as well in this regard.

12. On the perusal of this circular dated 21st November, 1988, Ext W-7 M-1 it is evident that the Bank has laid down the policy for recruitment and posting of part-time/full-time Sweepers in the Bank which in so many works has mentioned the details of the procedure therein. In paragraph 5 of this circular the procedure for filing up the vacancy of full-time Sweepers is also given. As per paragraph 3 of the the said circular it has been clearly provided that a pannel is to be prepared and maintained station-wise for the existing badli Sweepers by the respective Regional Offices. It is also provided that for filling up the vacancies of part time-Sweepers in branches/offices within the jurisdiction of the Regional Office the cases of the existing badli Sweepers will the considered. This itself goes to show that the claim of the badli Sweepers is to be considered from the existing pannel for appointing them as part-time Sweepers first. For filing up the vacancy of the full-time Sweepers, however, as per paragraph 5 of the senior-most part-time Sweepers of the station who is in receipt of at least 1/3rd of pay preference will be given to him.

13. Since both these workmen were never allowed to work as part-time Sweeper and they were admittedly being the badli Sweepers they could not have been considered for any such promotion or for absorption as per aforesaid circular Ext. W-7= M-1 in this regard. Their case is also not at par with the other two part-time Sweepers, namely, Ashoke Hela and Sahadur Ram Routh as it has come in the evidence that both of them were permanent part-time Sweepers, unlike these two concerned workmen who admittedly had been working as badli Sweepers. There is no question of considering them to be appointed against the permanent post of Sweepers like Ashoke Hella and Sahadur Ram Routh who fulfilled the requirement of the scheme, Ext. W-7 = M-1 as two permanent posts became vacant due to death of permanent Sweepers and the question of any unfair labour practice in the above circumstance or making any discrimination by the management for them does not arise. Since both these workmen concerned are still being engaged as badli Sweepers intermittently subject to requirement, the question of their services being terminated did not arise in the past not it has been done so by the management in the above circumstance and their right is admittedly so governed by this circular, Ext. W-7 = M-1 and their names being mentioned in the panel of badli workers and according to it as such they can very well get a chance in future to be appointed as part-time Sweeper or full-time Sweeper as the case may be as and when an occasion so arises about the concerned workmen in this regard.

14. In view of the above, there is no question of termination of services of Shri Hriday Narayan Routh and Shri Surendra Routh from the service of the Bank as it is so mentioned in the schedule of reference and claimed by the workmen concerned about it as they are still being intermittently engaged by the Bank as badli Sweepers from time to time. The demand of the concerned workmen for their reinstatement in service and regularisation as such is not justified and so the workmen accordingly are not entitled to any relief in this case as per schedule of reference in the aforesaid facts and circumstaces.

Dated, Kolkata,
The 29th August, 2007 C.P. MISHRA, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2007

का. आ. 2975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भाखड़ा बांध के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नं. I, चंडीगढ़ के पंचाट (संदर्भ संख्या 195/90) को प्रकाशित करती है,जो केन्द्रीय सरकार को 13-9-2007 को प्राप्त हुआ था ।

[सं. एल-42012/48/90-आईआर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 13th September, 2007

S.O. 2975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 195/90) Central Government Industrial Tribunal-cum-Labour

Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Dock Labour Board and their workman, received by the Central Government on 13-09-2007.

[No. L-42012/48/90-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case NO. ID 195/90

General Secretary, Nangal Bhakra Mazdoor Sangh Quarter No. 35-G, Nangal Township Distt. Ropar (Punjab) ......Applicant

Versus

The Chief Engineer Bhakra Dam, Nangal Township, Distt. Ropar-140124 .....Respondent

APPEARANCES

For the Workman — Shri R. K. Singh

For the Management — Shri R. C. Atri

AWARD

Passed on 17-8-2007

Central Government *vide* notifiacation No. L-42012/48/90-IR (DU) dated 3-12-90 has referred the following dispute to this Tribunal for adjudication :

> "Whether the action of the management of B.B.M.B. represented through the Chief Engineer, Bhakra Dam, Nangal Township in continuing wages to Shri Ujjagar Singh S/o. Shri Tulsi Ram, Daily rated Lineman/ Wireman during the period 1-2-84 to 31-12-84 at par with the regular/work charged employees of the same trade is justified? If not, to what relief the workman concerned is entitled to ?"

2. Brief facts of the case are that workman filed his claim wherein he claimed that he was employed on daily wages as Lineman/Wireman w.e.f. 1-2-1984 till 31-12-1984 in the electrical division of the respondent. In the reply of the respondent that the management illegally terminated his service and his reference is pending adjudication before this tribunal in reference No. 91/87, that the workman filed an application U/S 33C (2) of the I.D. Act, 1947 and the same was registered in this court as LCA No. 211/86 titled Ujjagar Singh Vs. Bhakra Dam claiming wages at par with the regular/work charged employees employed in the category of Lineman/Wireman.

3. That the main contention of the management that 'equal pay for equal work' can not be claimed and can not be decided U/S 33C(2) of the ID Act, 1947 being execution proceedings, which pre-supposes an exiting right. The Hon'ble Labour Court vide its order dated 28-3-89 dismissed the application as the same is not maintainable. Further the Hon'ble Court has held that the claim of the workman can be determined under Section 10 of the I.D. Act,1947 in a regular reference. The management has no reason as to why they should not pay him the wages at par with the regular Lineman/Wireman, when he had been working with the regular/work charged employees and had been handling the same job. That the J.E., SDO, the Executive Engineer and that of Superintending Engineer and Chief Engineer are the same and the workcharged/regular employees, under whom they had been jointly working. That the workman also governed by the same Certified Standing Orders which are applicable to the work charged employees. He should be paid according to that.

4. Management filed written statement raising preliminary objection that there is no dispute between the parties. On merits, the management submitted that Ujjagar Singh worked as daily wager in electrical division in different categories skilled mazdoor, Lineman and Wireman. Since the valuation of the duties and responsibilites of the daily rated employees are not similar to that those held by the work charged/regular employees. Moreover the degree in performance of job of both posts i.e. daily rated employees and regular employees is different to each other. In these circumstances no equation can be done in the matter of wages in respect of daily rated employee, regular and work charged employee. Moreover as per the law laid down in AIR 1989(SC), two posts which are equal or should carry equal pay depends upon several factors. it does not just depend upon either nature of work of volume of work done. Primarily it required among other evaluation of duties and responsibilities of the respective post. The quantities of work may be the same but quality may be different and these important factors required for claiming equal wages and cannot be determined by the averments of interested parties. Workman only worked on daily wages in 1984 in different capacities i.e. skilled mazdoors/lineman and wireman against some specified jobs. The wages of daily rated workmen are being paid in accordance with the wages fixed by Punjab Government in BBMB from time to time.

5. Workman filed rejoinder reiterating the claim made in claim statement.

6. To prove their rival contentions, the workman filed his affidavit and management filed the affidavit of one ER Krishan Kant, SDO. Both these witnesses were cross-examined by rival counsel for the parties.

7. Arguments were heard Learned AR for the workman Shri R. K. Singh submitted that workman is claiming equal pay on the principle of equal work only for a short period when during the period-1-2-1984 to 31-12-1984 i.e.for 11 months as paid to the regular work charged employees and his claim is justified. He claimed that workman should be paid accordingly.

8. On the other hand learned Law Officer of the management Shri Tara Singh submitted that contention of the AR of the workman Shri R.K. Singh is not correct. He referred to the judgement 2005 Lab.I.C. page 4322 State of Punjab Vs. Charanjit Singh. He submit that as per above judgement, the principle has no mechanical application in every case. Party who claim benefits of said principle must make necessary averments and prove that all things are equal. He submitted that in view of the above judgement daily wage cannot claim treatment as equal at par with persons with regular service holding the similar post. The responsibilities and duties of daily rated workman are not at par with the work charged/regular workman. The daily rated workmen cannot be treated as on a par with person in regular service. Daily rated workers are not required to possess the qualifications prescribed for regular workers nor do they have to fulfill the requirement relating to age at the time of

recruitment. They are not selected in the manner in which rgular employees are selected. In other words the requirements for selection are not as rigorous. He also submitted that there are also other provisions relating to regular service such as the liability of a member of the service to be transferred and his being subject to the disciplinary jurisdiction of the authorities as prescribed which the daily rated workman are not subjected to. They can not therefore, be equated with regular workman for the purposes for their wages nor can they claim the minimum of the regular pay scale of the regularly employed. He also relied and referred the judgment in the case of Government of **West Bengal** Vs. **Tarun K. Roy** 2004(1) SCC 347 a three judges bench of the Hon'able Supreme Court which considered the doctrine of equal pay for equal work in the following terms:

"Equal pay for equal work

Article 14 read with article 39(d) of the Constitution of India envisages the doctrine of equal pay to equal work. The said doctrine, however, does not contemplate that only because the nature of work is same, irrespective of an educational qualification or irrespective of their source of recruitment or other relevant consideration, the said doctrine would be automatically applied. The holder of a higher educational qualification can be treated as a separate class. Such classification, it is trite is reasonable. Employees performing the similar job but having different educational qualification can, thus be treated differently."

9. He submitted that in view of judgment of the Hon'ble Supreme Court and law laid down workman has no where proved as claiming that he fulfills all the above conditions. He simply pleaded that as he worked the similar work as work charged employee or regular employee he did the work should be given regular pay for 11 months. He cannot be given equal pay at par with regular employees and reference may be answered in favour of the management and against the workman as workman is not entitled for any relief.

10. In view of the above submissions and law relied by the managament. I agree with the contention of the learned counsel for the management. Relying on the above law referred above. I hold that workman failed to prove that workman is entitled for equal pay at par with regular work charged employees or regular employees. Therefore, the reference is answered in favour of the management and against the workman . Central Government be informed. File be consigned to record.

Chandigarh

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2007

का. आ. 2976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एड्स रिसर्च इन्स्टीट्यूट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पूणे के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-2007 को प्राप्त हुआ था।

[सं. एल-42012/302/2003-आईआर (सीएम-II)]

अजय कुमार गौड़ डैस्क, अधिकारी

New Delhi, the 14th September, 2007

S.O. 2976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 50/2004) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the Industrial Dispute between the management of National Aids Research Institute, and their workmen, received by the Central Government on 14-9-2007.

[No. L-42012/302/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI S. M. KOLHE, INDUSTRIAL TRIBUNAL, PUNE

REFERENCE (IT) No. 50 OF 2004

BETWEEN

National Aids Research
Institute (NARI) Pune,
Plot No. 73 MIDC 'C' Block
Bhosari, Pune-411026 ...First Party

AND

Shri Sanjay R. Jamble
129, Santosh Nagar,
Near Vijaya Smriti Building,
Katraj, Pune-411046 ...Second Party

In the Matter of : Termination of services of Sanjay R. Jamble.

APPEARANCES

Shri Parag Bhosale, Advocate for First Party.

Shri G. S. Ogale, Advocate for Second Party

AWARD

Dated : 27-8-2007

1. Statement of claim is filed by an employee Sanjay Rajaram Jamble (second party). It is contended that he was appointed as Laboratory Assistant in NARI/Syndromic Approach Project on cConsolidated salary of Rs. 4050 p.m. on temporary basis, subject to terms and conditions mentioned in her appointment order. It is contented that on 28-6-2002 her services were dispensed with and termination letter was issued to her. It is further contented that statutory notice of one month was not given to her. It is contended that one month salary was not paid to her at the time of issuing termination letter. According to an employee—Sanjay Rajaram Jamble, his services were illegally terminated without following due process of law. It is further contented that Syndromic Approach Project was not completed and was closed for want of funds and he is entitled to contihue his employment till the project would over. It is contended that the nature of the work carried out by him, is permanently available with the management i.e. first party Research Institute. It is also contended that Research Institute published advertisements in various newspapers for recruitment and employment is available with the Research Institute. So, he has prayed for relief of reinstatement on the original post with continuity of service and full back wages.

2. National Aids Research Institute is employer (first party). Written statement is filed at Exh. C-9 by the Research Institute. It is mainly contended that Research Institute is not Industry. It is further contended that research activities are conducted in order to control deadly disease of aids. It is also contended that Research Institute provides treatment to unfortunate victims of HIV. It is contended that the entire research work is owned by Government of India. It is also contended that short duration projects are carried out and are funded by agencies or sponsors. It is further contended that Syndromic Approach was one of such project. It is also contended that once research avtivites of the project are over, agencies do not provide funds. It is further contended that activites carried out by various projects are not core activities, but those are extra mural activities.

3. It is further contended that employee—Sanjay Jamble was appointed on temporary basis for temporary period in Syndromic Approach Project on consolidated salary. It is further contended that the employment of an employee automatically comes to an end once activities of Syndromic Approach Project are over and funding agencies stop giving funds for such activites. It is denied that the services of an employee-Sanjay Jamble were terminated without following due process of law. It is contended that he is not entitled either for notice of one month or for wages of one month. It is contended that appointment of an employee—Sanjay Jamble is not covered U/s 2(oo)(bb) of Industrial Disputes Act. It is also contended that the employment of an employee is co-terminus with that of project and such employment cannot be continued once project is over. It is further contended that Sanjay Jamble is project based worker and he is not entitled for further employment once the project is over. It is also contended that he is at liberty to apply for fresh appointment in another project, if the nature of the work which he carried, is available in such another project. So, Research Institute has prayed to reject the claim of an employee—Sanjay Jamble.

4. After considering rival contentions of both sides., I have framed following issues at Exh. O-7.

ISSUES :

1. Whether the first party is an Industry?
2. Whether the termination of the services of the second party is legal and just?
3. Whether the second party is entitled for the relief of reinstatement with continuity of service and full back wages?
4. What order?
5. My findings on the above issues for the reason stated below, are as under :

FINDINGS:

1. Affirmative.
2. Affirmative.
3. Negative.
4. As per Final order.

REASONS

ISSUE NO. 1 :

6. Admittedly National Aids Research Institute (NARI) is working under I.C.M.R., Ministry of Labour and Family Welfare, Government of India. This Reseach Institute works on the basis of 'No profit No loss' principle. Reseach activities are conducted in NARI to control deadly disease of aids. Institute also provides treatment to unfortunate victims of HIV. Short term projects are undertaken for such research work by the Institute. Those are funded by different funding agencies which are sponsors. Once reseach activities are over, sponsors or funding agencies stop to provide funds for such project. Once objects pertaining to research activities carried out in a project are achieved, no funds are provided to such project by sponsors .

7. In order to decide as to whether the first party is an industry or not, **Bangalore Water Supply and Sewerage Board** case is the landmark judgment . Their Lordships have made following observations in the said case law.

> "Research involves collaboration between emoployer and employee where employer is the institution and employees are the scientists, para-scientists and other personnel and scientific research is the service. Discoveries of such research are valuable contribution to the wealth of the nation and such discoveries may be sold for a heavy price in an industrial or other markets . Technology has to be paid for and technological inventions and innovation may be patented and sold. In our scientific and technoligocal age nothing has more cash value as intangible goods and invaluable services than discoveries. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which founded the institute itself, it can be regarded as an organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solution which benefit to individual industries and the nation in terms of goods and services and wealth. Thus the research institute run without profit-motive, are also the industries."

After considering research activities of the institute as revealed from pleadings of both parties as well as documentary evidence on record and in view of ratio laid down in Bangalore Water Supply and Sewerage Board case. I am of the opinion that first party research institute is an industry as per Section 2(j) of I.D. Act, 1947. So, I answer Issue No. 1 in the affirmative.

ISSUE NOS. 2 TO 4 :

8. Both parties have adduced oral evidence. Both parties have also filed documentary evidence. After carefully considering the evidence adduced by both the sides, it is revealed that second party was appointed on temporary basis on consolidated salary in Syndromic Approach Project. In fact employment of second party

was co-terminus with the Syndromic Project. As per the terms and conditions mentioned in appointment letter of second party, it is revealed that he was not entitled for G.P.F. or C.P.F. contribution and he was not having any right of claim for regular appointment in NARI and Pensionary benefits were also not made admissible to him. It was made clear by the first party that the appointment in the project was purely temporary and it was only for the duration of the project. It is revealed from the record that different project activities carried out by research institute are funded by different agencies. Once object of research activities in a particular project is achieved or compleded, such project comes to an end and funds are not provided thereafter to such project by the funding agency. It is further revealed from the evidence on record that Syndromic Approach Project was already completed and funding agency stopped providing fund to said project. Once research activities carried out by Syndromic Approach Project were stopped and funds were not further provided for such project, it can be easily said that the said project has come to an end. Moreover, employment of an employee in such project being co-terminus with duration of the project also come to an end automatically. Employment of second party Sanjay Jamble accordingly comes to an end as duration of Syndromic Approach Project was over and the work of activities of the said project was stopped and the said project was completed. Once Syndromic Approach Project was over and activities were stopped, employment of second party employee automatically comes to an end as revealed from appointment order. In such circumstances, there is no question of giving notice of one month or making payment for one month to an employee. In fact second party cannot claim such relief as per Section 25-F of I.D. Act. Moreover, termination of services of second party employee is governed by Section 2(oo)(bb) of Industrial Disputes Act. In such circumstances, it cannot be said that the services of the second party employee were illegally terminated by not following due process of law. I reiterate that the employment of the second party was co-terminus with the Syndromic Approach Project and it automatically comes to an end as the duration of the project was over and research activities in such project were stopped.

9. The learned Advocate for second party employee relied on case laws reported in **2007-II-CLR-564. 2000-II-CLR-603. 1993-II-CLR-809. 2000(87)-FLR-532.** I have carefully perused the case laws. Ratios laid down in **2007-II-CLR-564 and 1993-II-CLR-809** are in respect of compliance of Section 25-F of I.D. Act. I have already held that the employment of second party employee was temporary and was co-terminus with duration of the project and it automatically comes to an end once the project was over. So, ratios laid down in said case laws are not helpful to the second party employee. Similarly principle laid down in **2000-II-CLR-603** pertain to non-applicability of Section 2 (oo)(bb) of I.D. Act. Whereas principle laid down in **2000(87)-FLR- 532** pertains to termination on account of non-renewal of appointment whether amounts to retrenchment. I have read both case laws. I reiterate that second party employee is a project based worker and his employment comes to an end once the project is over. In such circumstances, principle laid down in both supra case laws do not attract to the present matter and are not helpful to the second party employee.

10. The learned Advocate for second party employee invited my attention to some advertisements published in newspapers pertaining to the point of recruitment on the part of first party Research Institute. According to him, work is available with first party Research Institute and it can be offered to second party employee. He strongly submitted that in spite of availability of the work with first party Research Institute, services of second party employee were illegally terminated. On the other hand, the learned Advocate for first party Institute pointed out that the advertisements published in the newspapers, are in respect of different projects and different work. According to him, second party employee may apply for such recruitment, if he is otherwise eligible for the same. He denied that second party employee was illegally terminated in spite of availability of work with first party Research Institute. It cannot be ignored that first party Research Institute undertakes different projects or different issues pertaining to disease of aid. Moreover, research activities in different projects are carried out by making recruitment of various eligible employees in such projects. It is revealed from the different advertisements published in the newspapers that various projects are undertaken for various objects by Reserch Institute and employees of different eligibility and competency are to be recruited in such projects as per the nature of the work and as per competency of such employees. It cannot be said from such advertisement in newspaper that the services of second party employee were illegally terminated in spite of availability of the work with first party Research Institute. Infact second party employee is at liberty to apply for work in any other project, if he is otherwise eligible and competent for such work in other project.

11. Taking into consideration the above discussion, I am of the opinion that employment of second party employee, Sanjay Jamble comes to an end as Syndromic Approach Project was over and his employment was co-terminus with the said project. In such circumstances, termination of his services was just and legal. In fact he cannot claim any relief pertaining to termination of his services. So, I answer Issue Nos. 2 to 4 accordingly.

12. In the result, I pass the following Award.

AWARD

1. Reference (IT) No. 50 of 2004 is answered in negative.

2. Demand of second party employee Sanjay R. Jamble for reinstatement with continuity of service and full back wages is not substantiated and proved.

3. Action of first party Researh Institute in terminating the services of Sanjay R. Jamble is legal and justified. He is not entitled for any of the reliefs.

4. Award be prepared accordingly,

S.M. KOLHE, Industrial Tribunal, Pune

Pune

Dated : 27-8-2007

नई दिल्ली, 14 सितम्बर, 2007

का.आ. 2977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एड्स रिसर्च इन्स्टीट्यूट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 47/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-09-2007 को प्राप्त हुआ था ।

[सं. एल- 42012/301/2003-आई आर (सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th September, 2007

S. O. 2977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2004) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the Industrial Dispute between the management of National Aids Research Institute and their workmen, received by the Central Government on 14-09-2007.

[No. L-42012/301/2003-IR(CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI S. M. KOLHE, INDUSTRIAL TRIBUNAL, PUNE

Reference (IT) No. 47 of 2004

BETWEEN

National Aids Research Institute (NARI)
Pune, Plot No. 73, MIDC 'C' Block
Bhosari, Pune—411 026. ...First Party

And

Miss Shilpa S. Atre,
(Now Mrs. Shilpa Mangesh Joshi)
C/o Shri C.N. Joshi
Shantai Apartment, S. No. 14
Sinhagad Road, Anandnagar, Pune. ...Second Party

In the matter of : Termination of services of Miss Shilpa S. Atre (Now Mrs. Shilpa Mangesh Joshi)

APPEARANCES

Shri Parag Bhosale, Advocate for First Party
Shri G.S. Ogale, Advocate for Second Party

AWARD

Date : 27-8-2007

1. Statement of claim is filed by an empoyee Mrs. Shilpa M. Joshi (second party). It is contented that she was appointed as Lower Division Clerk in NARI/ Syndromic Approach Project on consolidated salary of Rs. 3270 p.m. on temporary basis, subject to terms and conditions mentioned in her appointment order. It is contended that on 28-6-2002 her services were dispensed with and termination letter was issued to her. It is further contended that statutory notice of one month was not given to her. It is contended that one month salary was not paid to her at the time of issuing termination letter. According to an employee—Mrs. Shilpa M. Joshi, her services were illegally terminated without following due process of law. It is further contended that Syndromic Approach Project was not completed and was closed for want of funds and she is entitled to continue her employment till the project would over. It is also contended that she was given appointment for short period from 8-7-2002 to 14-8-2002 on daily wages of Rs. 152 per diem. It is contended that the nature of the work carried out by her, is permanently available with the management i.e. first party Research Institute. It is also contended that research institute published adverisements in various newspapers for recruitment and employment is available with the Research Institute. So, she has prayed for relief of reinstatement on the original post with continuity of service and full back wages.

2. National Aids Reasearch Institute is employer (first party). Written statement is filed at Exh. C-16 by the Research Institute. It is mainly contended that Research Institute is not Industry. It is further contended that research activities are contended in order to control deadly disease of aids. It is also contended that Research Institute provides treatment to unfortunate victims of HIV. It is contended that the entire research work is owned by Government of India. It is also contended that short duration projects are carried out and are funded by agencies or sponsors. It is further contended that Syndromic Approach was one of such project. It is also contended that once research activities of the project are over, agencies do not provide funds. It is further contended that activities carried out by various projects are not core activities, but those are extra mural activities.

3. It is further contended that employee—Mrs. Shilpa Joshi was appointed on temporary basis for temporary period in Syndromic Approach Project on consolidated salary. It is further contended that the employment of an employee automatically comes to an end once activities of Syndromic Approach Project are over and funding agencies stop giving funds for such activities. It is denied that the services of an employee—Mrs. Shilpa Joshi were terminated without following due process of law. It is contended that she is not entitled either for notice of one month or for wages of one month. It is contended that appointment of an employee —Mrs. Shilpa Joshi is not covered v/s 2(oo)(bb) of Industrial Disputes Act. It is also contended that the employment of an employee is co-terminus with that of project and such employment cannot be continued once project is over. It is further contended that Mrs. Shilpa Joshi is project based worker and she is not entitled for further employment once the project is over. It is also contended that she is at liberty to apply for fresh appointment in another project, if the nature of the work which she carried, is available in such another project. So, Research Institute has prayed to reject the claim of an employee—Mrs. Shilpa Joshi.

4. After considering rival contentions of both sides, I have framed following issues at Exh. O-6.

Issues :

1. Whether the first party is in industry?
2. Whether the termination of the services of the second party is legal and just?
3. Whether the second party is entitled for the relief of reinstatement with continuity of service and full back wages?
4. What order?

5. My findings on the above issues for the reasons stated below, are as under :

Findings :

1. Affirmative
2. Affirmative
3. Negative
4. As per final order.

REASONS

Issue No. 1 :

6. Admittedly National Aids Research Institute (NARI) is working under I.C.M.R., Ministry of Labour and Family Welfare, Government of India. This Research Institute works on the basis of 'no profit no loss' principle. Reasearch activities are conducted in NARI to control deadly disease of aids. Institute also provides treatment to unfortunate victims of HIV. Short term projects are undertaken for such research work by the Institute. Those are funded by different funding agencies which are sponsors. Once research activities are over, sponsors or funding agencies stop to provide funds for such project. Once objects pertaining to research activities carried out in a project are achieved, no funds are provided to such project by sponsors.

7. The learned Advocate for first party Institute strongly submitted that Research Institute does not come within the ambit of definition of industry as per Section 2(j) of I.D. Act. According to him, it does not carry out commercial activities and is not an industry. On the other hand, the learned Advocate for second party employee strongly argued that research activities carried out by the institute, are sufficient to show that the institute is an industry. He relied on case law Bangalore Water Supply and Sewerage Board case. According to him, ratio of this case law is quite clear on the point that research institute is an industry.

8. I have carefully gone through supra case law. This is a landmark judgment on the point of definition of industry as contemplated V/s 2(j) of I.D. Act. Their Lordships have discussed the research activities on page 308 of the said case law. After considering the research activities of the institute as revealed from pleadings of both parties as well as documentary evidence on record, I am of the opinion that the research institute is duly covered by definition of industry as per Section 2(j) of I.D. Act, 1947 as per the ratio laid down by the Hon'ble Apex Court in above referred case. I would like to mention the observations made by their Lordships on the point of research activities. Those are as under :

"Reasearch involves collaboration between employer and employee where employer is the institution and employees are the scientists, para-scientists, and other personel and scientific research is the service. Discoveries of such research are valuable contribution to the wealth of the nation and such discoveries may be sold for a heavy price in an industrial or other markets. Technology has to be paid for and technological inventions and innovation may be patented and sold. In our scientific and technological age nothing has more cash value as intangible goods and invaluable services than discoveries. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which founded the institute itself, it can be regarded as an organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solution which benefit to individual industries and the nation in terms of goods and services and wealth. Thus the research institute run without profit-motive, are also the industries."

Considering the ratio laid down in Bangalore Water Supply and Sewerage Board case by Hon'ble Apex Court, I am of the opinion that first party research institute is an industry as per Section 2(j) of I.D. Act, 1947. So, I answer Issue No. 1 in the affirmative.

Issue Nos. 2 to 4

9. Both parties have adduced oral evidence. Both parties have also filed documentary evidence. After carefully considering the evidence adduced by both the sides, it is revealed that second party was appointed on temporary basis on consolidated salary in Syndromic Approach Project. In fact employment of second party was co-terminus with the Syndromic Project. As per the terms and conditions mentioned in appointment letter of second party, it is revealed that she was not entitled for G.P.F. or C.P.F. contribution and she was not having any right of claim for regular appointment in NARI and Pensionary benefits were also not made admissible to her. It was made clear by the first party that the appointment in the project was purely temporary and it was only for the duration of the project. It is revealed from the record that different project activities carried out by research institute are funded by different agencies. Once object of research activities in a particular project is achieved or completed, such project comes to an end and funds are not provided thereafter to such project by the funding agency. It is further revealed from the evidence on record that Syndromic Approach Project was already completed and funding agency stopped providing fund to said project. Once research activities carried out by Syndromic Approach Project, were stopped and funds were not futrher provided for such project, it can be easily said that the said project has come to an end. Moreover, employment of an employee in such project being co-terminus with duration of the project also come to an end automatically. Employment of second party Mrs. Shilpa Joshi accordingly comes to an end as duration of Syndromic Approach

Project was over and the work of activities of the said project was stopped and the said project was completed. Once Syndromic Approach Project was over and activities were stopped, employment of second party employee automatically comes to an end as revealed from appointment order. In such circumstances, there is no question of giving notice of one month or making payment for one month to an employee. In fact second party cannot claim such relief as per Section 25-F of I.D. Act. Moreover, termination of services of second party employee is governed by Section 2(oo)(bb) of Industrial Disputes Act. In such circumstances, it cannot be said that the services of the second party employee were illegally terminated by not following due process of law. I reiterate that the employment of the second party was co-terminus with the Syndromic Approaeh Project and it automatically comes to an end as the duration of the project was over and research activities in such project were stopped.

10. The learned Advocate for second party employee relied on case laws reported in 2007-II-CLR-564, 2000-II-CLR-603, 1993-II-CLR-809, 2000(87)-FLR-532. I have carefully perused the ease laws. Ratios laid down in **2007-II-CLR-564** and **1993-II-CLR-809** are in respect of compliance of Section 25-F of I.D. Act. I have already held that the employment of second party employee was temporary and was co-terminus with duration of the project and it automatically comes to an end once the project was over. So, ratios laid down in said case laws are not helpful to the second party employee. Similarly principle laid down in 2000-II-CLR-603 pertains to non-applicability of Section 2(oo)(bb) of I.D. Act. Whereas principle laid down in 2000(87) FLR-532 pertains to termination on account of non-renewal of appointment whether amounts to retrenchment. I have read both case laws. I reiterate that second party employee is project based worker and her employment comes to an end once the project is over. In such circumstances, principles laid down in both supra case laws do not attract to the present matter and are not helpful to the second party employee.

11. The learned Advocate for second party employee invited my attention to some advertisements published in newspapers pertaining to the point of recruitment on the part of first party Research Institute. According to him, work is available with first party Research Institute and it can be offered to second party employee. He strongly submitted that in spite of availability of the work with first party Research Institute, services of second party employee were illegally terminated. On the other hand, the learned Advocate for first party Institute pointed out that the advertisements published in the newspapers, are in respect of different projects and different work. According to him, second party employee may apply for such recruitment, if she is otherwise eligible for the same. He denied that second party employee was illegally terminated in spite of availability of work with first party Research Institute. It cannot be ignored that first party Research Institute undertakes different projects or different issues pertaining to disease of AIDS. Moreover, research activities in different projects are carried out by making recruitment of various eligible employees in such projects. It is revealed from the different advertisements published in the newspapers that various projects are undertaken for various objects by Research Institute and employees of different eligibility and competency are to be recruited in such projects as per the nature of the work and as per competency of such employees. It cannot be said from such advertisement in newspaper that the services of second party employee were illegally terminated in spite of availability of the work with first party Research Institute. In fact second party employee is at liberty to apply for work in any other project, if she is otherwise eligible and competent for such work in other project.

12. Taking into consideration the above discussion, I am of the opinion that employment of second party employee Mrs. Shilpa Joshi comes to an end as Syndromic Approaeh Project was over and her employment was co-terminus with the said project. In such circumstances, termination of her services was just and legal. In fact she cannot claim any relief pertaining to termination of her services. So, I answer Issue No. 2 to 4 accordingly.

In the result, I pass the following Award.

AWARD

1. Reference (IT) No. 47 of 2004 is answered in nagative.

2. Demand of second party employee Shilpa M. Joshi for reinstatement with continuity of service and full back wages is not substantiated and proved.

3. Action of first party Research Institute in terminating the services of Mrs. Shilpa M. Joshi is legal and justified. She is not entitled for any of the reliefs.

4. Award be prepared accordingly.

S.M. KOLHE, Industrial Tribunal, Pune

नई दिल्ली, 14 सितम्बर, 2007

का.आ. 2978.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स छोटालाल केशवजी शाह एण्ड कंपनी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/28/2005) को प्रकाशित करती है,जो केन्द्रीय सरकार को 13-09-2007 को प्राप्त हुआ था ।

[सं. एल- 31011/13/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 14th September, 2007

S. O. 2978.— In pursuance of Sectiion 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/28/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. Chotalal Keshavjee Shah and Son and their workman, received by the Central Government on 13-09-2007.

[No. L-31011/13/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

PRESENT

A.A. LAD, Presiding Officer

REFERENCE No. CGIT-2/28 of 2005

Employers in relation to the management of

M/s. Chhotalal Keshavjee Shah & Sons,
(CHA 11/33), 107 EMEA House,
289, Shahid Bhagat Singh Road,
Ballard Estate, Mumbai-400 001. ...First Party

And

Their Workman
The President,
Transport and Dock Worker's Union,
P.D. Mellow Bhawan, Carnac Bunder,
Mumbai-400 038 ...Second Party

APPEARANCE

For the Employer : Mr. P.S. Chavan & Ms. P.P. Chavan, Advocates

For the Workman : Mr. A.M. Koyande, Advocate

Date of Passing of Award : 9th August, 2007

AWARD

The Government of India, Ministry of Labour by its Order No.L-31011/13/2004/IR(B-II) dated 8th December, 2004 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Chotalal Keshavjee Shah & Sons (CHA 11/33) in terminating the services of Shri Nilesh M. Joshi, Senior Clerk w.e.f. 26-3-2002 is justified? If not, what relief the workman, Shri Nilesh M. Joshi is entitled to ?"

2. To support the subject matter involved in the reference 2nd Party filed Statement of Claim at Exhibit 11 which was replied by the 1st Party by filing Written Statement at Exhibit 13.

3. Meanwhile both the parties arrived at a settlement and by Exhibit 18 which they decided to settle the matter out of the Court and filed it for disposal of the matter. Hence, the order :

ORDER

In view of Exhibit 18 Reference is disposed off.

Mumbai,
9th August, 2007 A.A. LAD, Presiding Officer

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

Ref. No. 28 of 2005

Chhotalal Keshavji ..First Party

AND

Transport & Dock Workers' Union ..Second Party

MAY IT PLEASE YOUR HONOUR

In view of the settlement reached between the Parties, the Second Party wish to withdraw the aforesaid matter. Annexed herewith the copy of the settlement.

Hence matter may kindly be disposed of as settled and accordingly award be passed.

Mumbai
9-8-2007

—Sd—
P.K. Raman, Secretary
The Transport & Dock Workers' Union

—Sd—
Partner M/s.
Chhotalal Keshavji

—Sd—
A.M. Koyande, Advocate for the Second Party Union

—Sd—
(P.S. Chavan)
Advocate for 1st Party

MEMORANDUM OF SETTLEMENT

Under Section 2(p) Read with Section 18, Section 25F(b) of the Industrial Disputes Act, 1947.

PARTIES TO THE SETTLEMENT

M/s. Chhotalal Keshavjee Shah & Son
(hereinafter referred to as 'the Company' for the sake of brevity)

AND

Mr. Nilesh M. Joshi
(hereinafter referred to as 'the Workman' for the sake of brevity)

Representing Parties

For and on behalf of the Company	:	Mr. Gaurang D. Shah Chhotelal Keshavjee Shah & Son, 107 EMEA House, 289, S.B. Singh Rd. Fort, Mumbai-400 001.
For and on behalf of the Workman	:	Mr. Nilesh M. Joshi Bholanath Bhuwan, 1st Floor, 15 Shenviwadi, Khadilkar Road, Mumbai-400 004.
For Transport and Dock Workers' Union	:	Office Bearer P.D. Mello Bhavan, P.D. Mello Road Carnac Bunder, Mumbai.

SHORT RECITAL OF THE CASE

Whereas the Workman had raised dispute in respect of termination of his services through his Union *viz.* Transport & Dock Workers' Union and the said reference had come before Central Government Industrial Tribunal No. 2 for adjudication, being Reference (IDA) No. 2/28 of 2005. During the pendency of the said Reference, the Workman represented himself and also through his Union to the Company to settle all the disputes, claims & grievances amicably.

And whereas, the parties have held discussions in respect of the various issues including those raised in Reference (IDA) No. 2/28 of 2005 and other authorities by the workman & his union against the Company i.e. M/s. Chhotalal Keshavjee Shah & Son.

And whereas the parties have arrived at an amicable settlement, terms of which are as under :

TERMS OF SETTLEMENT

(1) That the workman had expressed his unequivocal desire to be relieved from the services of the Company, i.e. M/s. Chhotalal Keshavjee Shah & Son, with effect from 14th June, 2007 as having been voluntarily resigned from the services of the Company.

(2) That the parties have held discussions at length in this regard and it is agreed between the parties that in pursuance to the discussions the workman executing this Settlement shall be treated as having voluntarily resigned from the services of the Company with effect from 14th June, 2007.

(3) That workman shall be paid his legal dues Rs. 330000 (Rupees Three lacs thirty thousand only) which includes gratuity payment as applicable, retrenchment compensation as per mutual agreement as shown at Annexure-'A' attached hereto. The Annexure—A shall form part & parcel of this settlement.

(4) That upon execution of this settlement and upon receiving money in terms thereof the workman declares that he has no disputes, claims and/or demands and that the same stand satisfied and settled amicably in terms of this settlement and that no demand, dispute and/or claim exists and/or subsists between the parties including that of reinstatement, re-employment or arrears of wages for any period whatsoever arising out of Notification, Settlement, Agreement or Award.

(5) The workman agrees and declares that upon receipt of amount in terms hereof, he shall not raise or cause to be raised any further litigation and/or proceedings before any of the authorities, Forum, Tribunal, Court, of any nature whatsoever, monetary or otherwise, available under the statutes against the Company or its Partners or Sister Concern or Associate Company.

(6) That the workman agrees and declares that upon execution of this Settlement he has no lien on the post/employment with the Company and that the Company is free to conduct its activities from any part of India & recruit fresh employees as per requirements of the Company.

(7) That the workman agrees to file a copy of this settlement before Central Government Industrial Tribunal, Shramaraksha Bhavan, Mumbai, in Reference (IDA) No. 2/28 of 2005 and before any other authority before whom he has raised the dispute and pray to the Hon'ble Courts to dispose of the said Complaints as settled out of Court amicably.

(8) Both the parties agrees to withdraw all their allegation against each other as well as actions initiated by them with various authorities & to write a separate letter intimating such authorities not to proceed further against each other or its officers, assigns and/or successors.

This settlement is signed at Mumbai on this the 14th day of June, 2007.

1. For Chhotalal Keshavjee Shah and Son
   Mr. Gaurang D. Shah (Partner)
2. For Workman
   Mr. Nilesh M. Joshi (Workman)
3. For Transporter and Dock Workers' Union
   —Sd.—(Office Bearer)

I have been explained the contents of the settlement dated 14th June, 2007 in the language known to me by Mr. Anirudha M. Koyande, Advocate. I have understood the same and the terms as set out in the settlement are correct & acceptable to me. In token of my acceptance, I am signing this settlement.

Sd—

Mr. Nilesh M. Joshi

Identified and explained by me

Sd.—A.M. Koyande, Advocate for the workman dated 9-8-2007.

Receipt

Received Rs. 330000/-(Rupees Three Lacs Thirty Thousand only) from M/s. Chhotalal Keshavjee Shah and Son by Pay Order No. 118603 dt. 7-8-2007 for Rs. 77522/- (Rupees Seventy Seven Thousand Five Hundred Twenty Two only) and by Pay Order No. 118602 dt.7-8-2007 Rs. 252478/-(Rupees Two Lacs Fifty Two Thousand Four Hundred and Seventy Eight only) drawn on Union Bank of India, Bazar Gate Street Branch, Mumbai as and by way of full and final settlement of all my claims past, present and future as per Memorandum of Settlement dated 14th June, 2007.

Received on 9th day of August of 2007.

Mr. Nilesh M. Joshi, Bholanath Bhuwan,
1st Floor, 15 Shenviwadi, Khadilkar Road,
Mumbai-400 004
(Workman)

Annexure A

Details of calculation of full and final settlement

Name of the employee : Mr. Nilesh M. Joshi

		Rs.
Last drawn Salary for Calculation of Gratuity in March 2002	Basic	2485.00
	DA	4233.61
	P Pay	100.00
	HRA	670.95
	CC	74.55
	Total	7564.11

No. of completed years of service = 20 years

Gratuity @ 15 days wages per completed years of service : $\frac{(2485+4233.61)\times 15}{26} \times 20$

=Rs. 77522/-

Retrenchment compensation : Rs. 252478/-

Total Amt. : Rs. 330000/-.

(Total Rupees Three Lacs Thirty Thousand only)

नई दिल्ली, 14 सितम्बर, 2007

का. आ. 2979.— औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/76/2000) को प्रकाशित करती है,जो केन्द्रीय सरकार को 13-09-2007 को प्राप्त हुआ था।

[सं. एल- 12011/93/2000-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 14th September, 2007

S. O. 2979.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 2/76 of 2000 of the Cent.Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 13-09-2007.

[No. L- 12011/93/2000-IR(B-II)]

RAJINDER KUMAR, Desk officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL No. II AT MUMBAI

PRESENT

A.A. Lad, Presiding Officer

Reference No. CGIT-2/76 of 2000

Employers in relation to the Management of Syndicate Bank,

The Deputy General Manager,
Syndicate Bank,
Zonal Office, Maker Tower 'E', 2nd Floor,
Plot No. 86, Cuffee Parade, Colaba,
Mumbai-400 005. First Party

AND

Their Workman,
The Vice President,
Syndicate Bank Staff Association,
Room No. 27, 1st floor,
98, Cawasji Patel Street, Fort,
Mumbai-400 001 Second Party

APPEARANCE

For the Employer : Mr. R. N. Shah, Advocate

For the Workman : Mr. Umesh Nabar, Advocate

Date of Reserving Award : 12th April, 2007

Date of Passing of Award : 10th August, 2007

AWARD -PART -II

The reference is sent to this Tribunal by the Under Secretary of the Central Government, the Government of India Ministry of Labour by its Order No. L-12011/93/2000/-IR(B-II) dated 24th August, 2000 in exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 to decide:

"Whether the action of the management of M/s. Syndicate Bank is justified to dismiss Shri Rajesh V. Merchant from the services of the Bank? If not, then what relief the workman is entitled to?"

14. Workman Merchant had joined as a Clerk in the Syndicate Bank on 23rd July, 1976. Vide Statement of Claim (Exhibit 6) workman contended that he had passed CAIB Examination and therefore he was given increments as incentive and in spite of that he was suspended by the order dated 15th July, 1997 when he was functioning as a cashier in Kandivali (W) Branch and pending his suspension he was issued charge sheet dated 19th February, 1998 alleging that on 31st May, 1997 he had received cash of Rs. 1,16,207 from M/s Bombay Suburban Electric Supply Limited and accounted the same on 3rd June, 1997 and further alleged that he had received Rs. 95,326/- on3rd June, 1997 from the said company but did not account for the same till 30th June, 1997 thereby he had temporarily misappropriated both the amounts. Workman pleaded that he had denied the same by reply dated 6th March, 1998 but without considering the same domestic inquiry was conducted against him. He further averred that he was not given fair and proper opportunity and the inquiry officer dealt with incomplete evidence favourable to the bank thereby the findings recorded by him are perverse. It is pleaded that the Bank did not examine the material witnesses and that based on the incomplete evidence he was held guilty by the inquiry officer by report dated 30th September, 1998. It is the contention of the workman that the Disciplinary Authoity based on the report by the order dated 30th September, 1998 dismissed him from the service w.e.f. 6-1-1999 which he had assailed by the Appeal dated 25th January, 1999. However, the Appellate Authority turned down the same illegally on 10th March, 1999. According to workman inquiry being against the principles of natural justice and finding perverse be set aside.

3. Management Syndicate bank resisted the claim of workman by filing Written Statement (Exhibit 9) contending that the workman while working as Clerk in Kandivali Branch was entrusted with duties of cashier1-2-1997 onwards. On 31-5-97 he accepted cash of Rs. 1,16,207 from M/s. Bombay Suburban Electric Supply Limited (VSES Ltd.) to credit to their Current Account No. 796 maintained at the Branch and he issued a counterfoil to them affixing the "cash received" seal bearing the date 31st May, 1997 and initialing on it. Further it is revealed that he had not accounted the said cash in the books of the Bank on the same date, however, on 3rd June, 1997 i.e. after three days of handing over the said sum, he accounted for receipt of the same by entering it under Serial No. 107 in cashier's scroll and further contended that on 3rd June, 1997 said company remitted Rs. 675 and Rs. 95,326 by preparing two separate cash challans for credit of their current Account No. 796. Workman received the same cash and issued counter foils by affixing "cash received" seal Bearing dated 3rd June, 1997. The record revealed workman accounted for receipt of cash Rs. 675/- only under Sr. No. 108

in the cashiers scroll on 3rd June, 1997, however after receiving the statement of account for the period 1-5-1997 to 21-6-97 the B.S.E.S. Ltd. vide their letter dated 30th June, 1997 complained about the details of credit of Rs. 1,16,207 on 3rd June, 1997 though deposited by them on 31st May,1997and non-crediting of Rs.95,326/ deposited by them on 3rd June, 1997 towards their current account, and after coming to know the complaint workman accounted for cash receipt of Rs. 95,326 in the books of the bank by recording relevant cash received entry in Serial No. 19 of the cashiers scroll i.e. after a lapse of 27 days i.e. on 30th June, 1997. It is pleaded by the Bank that the workman with dishonest intention of deriving undue pecuniary benefit misappropriated the money received from the customer of the branch and repaid the same after they lodged a complaint. He was having two O.D. account Nos. 33/95 and 26/96 in his name, S.B. Account No. 5537 jointly with his wife, S.B. Account No.7634 jointly with his parents and wife and has S.B. Account No. 6708 jointly with his sister Mrs. J.P. Jalati and on verification of his O.D. Account during the period February, 1996 to July, 1997 there were credits of 50 in number over and above Rs. 5000/- and during March, 1996 to July, 1997 huge credits were received by the cash/transfer/clearing in joint S.B. Account No. 5537 with his wife. It is further the case of Bank that during the period from January, 1996 to July, 1997, he got outstation/ local cheques frequently discounted at the Branch. Two cheques of Rs. 25,000/- each discounted on 11th May, 1996 under CDD 6/96 and 10/96 were presented in the clearing on 14th May, 1996 and the entries in the CDD ledger were rounded off on 14th May, 1996 by noting the date of realization on 14th May, 1996. These cheques were returned in the clearing on 15th May, 1996 and the amount of the cheques were debited to the CDD head of account but not to his and his wife's account on the same day for recovery. The debit made to CCD amount was allowed to continue. The said returned cheques were presented once again in outward clearing on 21st May, 1996 and credits were released to CDD Head of Accounts. These cheques were retumed on 21st May, 1996 and debited again to CDD Head of Account. The relevant debit slips do not bear the signatures of the manager or any supervisory staff, and finally these two cheques were presented again on 31st May, 1996 and were released thereby these two cheques were dishonoured twice and the delayed realization were Suppressed/concealed and not recorded in the CDD Ledger. It is pleaded that the workman was a clerk in the advancess section during that period, he had prepared relevant debit/credit slips. It is averred by the management that a cheque of Rs. 25,000/- was discounted under CDD 51/96on 28-6-1996 to his father Shri U.K. Merchant for credit of S.B. Account No. 7634 held jointly with the workman. When the said cheque was retumed workman operating the same modus operandi recovered the amount from SB Account No. 7634 on 9th July, 1996 and similarly the cheque for Rs. 25,000/- discounted on 10th July, 1997 to Mrs. Rita Merchant, his wife for credit of joint S.B. Account No. 5537 was held by him and returned unpaid and the CDD amount was recovered on 16th July,1997. It is further contended that, during the period April, 1996, there were transfer of funds from the accounts of different clients to SB/OD accounts standing in the name of workman. The transfer vouchers pertaining to all the transactions were prepared by him fraudulently without the authorization of the customers amounting to indulging in business activities outside the scope of his employment. For all these events he was charged for gross misconduct of doing acts prejudicial to the interests of the bank and indulging in trade/business outside the scope of his duties vide clause 19.5 (j) and 19.5 (a) of the Bipartite Settlement vide charge sheet dated 19th February, 1998 and Corrigendum dated 16th March, 1998. It is averred by the Management that say of the workman was sought however the same being not satisfactory domestic enquiry was held against him and that the inquiry officer giving sufficient opportunity recorded his findings and based on the findings since workman found guilty he was dismissed. It is pleaded that the findings of the inquiry officer are based on the documents and the evidence on record consequently not perverse. Consequently workman's claim being devoid of substance be dismissed with costs.

5. On the basis of the above pleadings my Ld. Predecessor framed the Issues at Exhibit 11 out of which Issue Nos. 1 and 2 were on the point whether the principles of natural justice were followed in the conduct of the enquiry and on the point of perversity of the findings of the enquiry committee which were decided as preliminary Issues vide Part I Award dated 5th March, 2003 and there both the parties were directed to appear in the reference on the point of the quantum of punishment i. e. on the following Issues which I answer as follows :

ISSUES	FINDINGS
3. Whether the action of the Management of M/s. Syndicate Bank to dismiss Shri Rajesh V. Merchant from the services of the Bank, is justified ?	Yes
4. What relief workman is entitled to ?	Does not arise.

REASONS :

ISSUES NOS. 3 & 4 :

6. In this second round of the litigation i.e.while deciding the point of quantum of punishment 2nd Party lead evidence by filing an affidavit in lieu of examination-in-chief at Exhibit 24 and submit that, the order of dismissal if compared to the charges proved is too harsh and prayed to show leniency. In the cross, he admits that, charge of misconduct was levelled against him which was proved. He admits that, appeal was preferred by him but it was turned down by the Department. He admits that, he did not try for reemployment. He admits that, he has not led any evidence to show that, he borrowed money from relatives and credited in his S.B. account.Against that, nothing is led by the 1st party. Written submission are given by the 1st Party at Exhibit 26 with number of citations and by 2nd Party at Exhibit 27 with two citations.

7. The charge of (i) opening/marinating sever SB/ OD accounts in his own name and in the names of his

family members, (ii) discounting local/outstanding cheques for huge amount and crediting the proceeds thereof to the said accounts; (iii) transferring huge amounts from the accounts of the customers of the branch towards credit of his/his family members account without their authorities including of business were the activities outside the scope of his employment and fraudulently transferred fund from the accounts of the customers of the branch to his/his family members accounts, committing various irregularities were levelled against the 2nd Party Workman. It is to be noted that the 2nd Party was working as a Cashier and after passing CAIB he was granted increment as an incentive and after completing CAIB Part II, he was granted 2 additional increments as an incentive. It is to be noted that the 2nd Party worked with the Bank where number of customers are depositing the amounts with a trust that they are depositing with the hope that it will give them some benefits as well as security. It is to be noted that the 2nd Party worked for 21years with the first party at different places.

8. The allegations against the 2nd Party were that of temporarily misappropriation of the customers funds as he was Cashier when he was working at Kandivali (West) Branch. After giving explanation he was suspended and enquiry initiated. After recording the evidence the Enquiry Officer concluded 2nd Party guilty of the charges levelled against him. It is to be noted that, findings given are on the basis of evidence lead and it is not challenged by the 2nd Party. It means that 2nd Party accepts the charges levelled against him and admits these were proved.

9. In this scenario and in the premises and one has to see work place of 2nd Party as he was working in Bank and that too as a Cashier. We have to see whether such type of proved charge can be taken lightly just to help the 2nd Party Workman and how much that is reasonable ?

10. As stated above 2nd Party worked with the Bank as a Cashier. Bank is a public body where amount is deposited by the account holders and it is the duty of the Bank to safeguard and make it available to the account holders as and when they will be in need of it. When the 2nd Party was working as a Cashier, he received a portion of cash, transferred number of funds of customers in the account of his family members. In some cases he did not deposit the amount in Bank in respective accounts. In some cases he transferred the funds of the customers to others with intention to gain. All these allegations are proved against him. Even when eqnuiry conducted 2nd Party states that, the charges are of a serious nature and when those are proved and if anyone takes it very lightly definitely will give very wrong signal in the Society as well as in the staff of the first Party. So in my considered view, the charges levelled against the 2nd Party which are proved and are not disturbed by any authority till this moment and are of very serious nature as well as related with the bank activities one has to safely rely on it and conclude that, charges levelled against 2nd Party when are proved it cannot be ignored.

11. When charges are proved against him and when that finding still subsists, question arises what type of punishment can be given to such an employee ?

12. In that light, if we peruse number of citations referred by both we find that, when charges are proved by the Bank and in support thereof 1st Party produced Xerox copies of the citations published in 1999 II LLJ page 514 (State Bank of India & ors. Vs T.J. Paul) where it was observed that, there is difference between major misconduct and minor misconduct. If there is likelihood of serious loss coupled with negligence would amount to gross misconduct. Simple negligence also will come under gross misconduct if on account of such negligence Bank is likely to get involved in serious financial loss. In that case, Apex Court observed that, it is a major misconduct and severe punishment is to be inflicted. Another citation published in 1998 (4) SSC page 310 (Union of India vs. Vishva Mohan) where Apex Court observed that, in the case of Bank employee, very good conduct is expected from them as employee of the Corporate Body is expected to do Banking business with absolute devotion, diligence, integrity and honesty. If all these things are not observed, the confidence of the public/depositors would be impaired. If all these things are not observed, by an employee in the employment of the Bank, then it would be treated as misconduct for which severe punishment must be invited. The third citation referred by the 1st Party published in 1987 (4) SCC page 691 (*Christian Medical College Hospital Employees Union & Anr.* Vs Christian Medical College Vellore Association and ors.) where Apex Court observed that, Section 11 (A) of the Industrial Disputes Act, 1947 does not confer an arbitrary power on the Industrial Tribunal to interfere in the punishment awarded by the Disciplinary Authority. However, I am not in agreement with it, since number of tests are to be applied while examining power given under Section 11(A) of the Industrial Disputes Act, 1947. But in the instant case that ratio does not apply any more as charges levelled against the concerned workman are of very serious nature and were proved. Another citation referred by 1st Party published in 2006 II CLR page 400 *(Maharashtra State Seeds Corporation Ltd. Vs Haridas & anr.)* where the Apex Court observed that, when an employee holds post of trust and charge sheeted with falsification and misappropriation of funds in that case it would be treated as grave misconduct for which punishment of severe nature is a must. Another citation published in 2005 I CLR page 1074 (Madhya Pradesh Eletricity Board vs. Jagdish Chandra Sharma) wherein Apex Court laid down that there must be discipline at the work place in an organization like the Bank and also in any other field. In another citation published in 2003 III CLR page 109 *(N.R.C.Employees' Union* vs. *N.R.C. Ltd).* our Hon'ble High Court observed that when the misconduct is proved against the concerned Workman, in that case, it is not necessary to consider past record while awarding punishment. Citation published in 1994 I CLR page 820 (*Kerala Solvent Extractions Ltd.* Vs *Unnikrishnan)* laid some guidelines while granting relief and there it is observed that, if the relief which is to be granted by the court, must be seen to be logical and should not incur and justify the criticism that the jurisdiction of the Court tends to degenerate into misplaced sympathy, generosity and private benevolence while interfering in such a punishment. Besides it is observed

that relief granted by the Court must be seen to be logical and tenable within the framework of the law and should not incur and justify the criticism that the jurisdiction of the courts tends to degenerate into misplaced sympathy, generosity and private benevolence and it is essential to maintain the integrity of legal reasoning and the legitimacy of the conclusions. Against those citations Advocate for the 2nd Party placed reliance on the Xerox copies of citation published in 2006 II LLJ page 62 (*Punjab State Civil Suplies Corporation Ltd.* Vs Sikander Singh) where it is observed that misconduct like causing loss of stocks (of wheat bags) that too 2/3 bags cannot be treated as serious and for that, termination, is not necessary. However, in our case huge amount has been misappropriated and misused by the employee involved in the reference. The facts in that case *(supra)* are different than facts of the referred case. Same view can be expressed about another citation published in 1979 II LLJ page 14 (*Union of India and ors.* Vs. *J. Ahmed).*

If we consider all this coupled with the evidence of 1st Party which proved charges against the 2nd Party Workman and considering his work place I am of the view that the 2nd Party is not entitled for any relief. So I answer those Issues to that effect and proceed to pass the following order:

ORDER

Reference is rejected.

Mumbai, A.A. LAD, Presiding Officer

10th August, 2007

नई दिल्ली, 17 सितम्बर, 2007

का.आ. 2980.– कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा-(3) द्वारा प्रदत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतदद्वारा 1 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा 77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:-

"आन्ध्र प्रदेश के नेल्लोर जिले के सम्बट्टू , ग्रडडागुण्टा, अंडगुण्डला तथा टाडा (मंडल) में कोण्डुरू एवं सुल्लुरपेट (मंडल) में कोटापोलुरू के राजस्व गांवों के अन्तर्गत आने वाले क्षेत्र ।"

[संख्या : एस- 38013/25/07 एस. एस.-I]

एस . दो. जेवियर, अवर सचिव

New Delhi, the 17th September, 2007

S.O. 2980.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters-V and VI except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

"The areas falling within the revenue villages of Mambattu, Graddagunta, Andagundala and Konduru in Tada (Mandal) and Kotapoluru in Sullurpet (Mandal) of Nellore district."

[No. S-38013/25/2007-S.S.I.]

S.D. XAVIER, Under Secy.

नई दिल्ली, 17 सितम्बर, 2007

का. आ. 2981.– कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतंदद्वारा 1 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा- 77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध तमिलनाडू राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:-

केन्द्र का नाम	निम्नलिखित क्षेत्र के व्याप्त क्षेत्र मदुरै जिला के राजस्व गाँव
तिरूमंलगम क्षेत्र मदुरै जिला	(1) तिरूमंगलम तालुक के राजस्व गाँव मेलाकोट्टई, उचापट्टि, धर्मथुपट्टि, वडाकरै, तिरालि बिट I और बिट II, करिसलपट्टि तथा टी पुदुपट्टि ।
	(2) तिरूमंगलम तालुक के तिरूमंगलम नगरपालिका सीमा ।
	(3) पेरैयुर तालुक के राजस्व गाँव अप्पाकरै टी. कुन्नातुर बिट I और बिट II ।

[संख्या : एस- 38013/26/2007 एस. एस-1]

एस . दो. जेवियर, अवर सचिव

New Delhi, the 17th September, 2007

S.O. 2981.—In exercise of the powers conferred by sub-section (3) of Section I of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provision of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamilnadu namely:—

Centre: Tirumangalam area of Madurai District:

"Areas comprising the revenue villages of Madurai Distt.

(1) Revenue villlages of Melakottai, Uchapatti, Dharmathupatti, Vadakarai, Thirali Bit. I & II, Karisaipatti and T.Pudupatti of Tirumangalam Taluk.

(2) Tirumangalam Municipal limits of Tirumangalam Taluk.

(3) Revenue villages of Appakarai and T.Kunnathur Bit I and II of Peraiyur Taluk."

[No. S-38013/26/2007-S.S.I.]

S.D. XAVIER, Under Secy.

नई दिल्ली, 17 सितम्बर, 2007

का. आ. 2982.— कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा 01 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा- 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	ढ़कौली (हिम्मतगढ़)	49	डेराबस्सी	मोहाली
2.	बलटाना	47	डेराबस्सी	मोहाली
3.	भबात	234	डेराबस्सी	मोहाली
4.	बिशनगढ़	45	डेराबस्सी	मोहाली
5.	सनाली	52	डेराबस्सी	मोहाली
6.	पीर मछल्ला	53	डेराबस्सी	मोहाली
7.	लोहगढ़	46	डेराबस्सी	मोहाली
8.	बिशनपुरा	-	डेराबस्सी	मोहाली
9.	किशनपुरा	54	डेराबस्सी	मोहाली
10	गाजीपुर	50	डेराबस्सी	मोहाली

[संख्या : एस- 38013/27/2007 एस. एस.-I]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 17th September, 2007

S. O. 2982.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab Pradesh namely :

Sl. No.	Name of the Village	Had Bast No.	Tehsil	District
1.	Dhakoli (Himmatgarh)	49	Derabassi	Mohali
2.	Baltana	47	Derabassi	Mohali
3.	Bhabhat	234	Derabassi	Mohali
4.	Bishangarh	45	Derabassi	Mohali
5.	Sanali	52	Derabassi	Mohali
6.	Pir Machhela	53	Derabassi	Mohali
7.	Lohgarh	46	Derabassi	Mohali
8.	Bishanpura	__	Derabassi	Mohali
9.	Kishanpura	54	Derabassi	Mohali
10.	Gajipur	50	Derabassi	Mohali

[No. S-38013/27/2007-S.S.I.]

S. D. XAVIER, Under Secy.

नई दिल्ली, 17 सितम्बर, 2007

का. आ. 2983.— कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा 01 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उपधारा.(1) और धारा- 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

"नगर निगम कोरबा जिला-कोरबा और नगर निगम भिलाई, जिला दुर्ग की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र ।"

[संख्या : एस- 38013/28/2007 एस. एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 17th September, 2007

S.O. 2983.—In exercise of the powes conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Chattisgarh namely :—

"All the areas falling within the Municipal limits of Korba District Korba and Municipal limits of Bhilai, District Durg."

[No. S-38013/28/2007-S.S. I.]

S. D. XAVIER Under Secy.

नई दिल्ली, 17 सितम्बर, 2007

का. आ. 2984.— कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा 01 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा- 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	माछीवाड़ा	75	समराला	लुधियाना
2.	ईराक	330	समराला	लुधियाना
3.	हेडीयां	97	समराला	लुधियाना
4.	भट्टीयां	78	समराला	लुधियाना
5.	राईयां	196	समराला	लुधियाना
6.	गढ़ी तरखाना	79	समराला	लुधियाना

[संख्या : एस- 38013/29/07 एस. एस.-I]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 17th September, 2007

S. O. 2984.— In exercise of the powers conferred by sub- section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub- section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following area in the State of Punjab nemely :—

Sl. No.	Name of the Village	Had Bast No.	Tehsil	District
1.	Machhiwara	75	Samrala	Ludhiana
2.	Iraq	330	Samrala	Ludhiana
3.	Hediyan	97	Samrala	Ludhiana
4.	Bhattian	78	Samrala	Ludhiana
5.	Rainyan	196	Samrala	Ludhiana
6.	Garhi Tarkhana	79	Samrala	Ludhiana

[No. S-38013/29/2007-S.S.I.]
S. D. XAVIER, Under Secy.

शुद्धिपत्र

नई दिल्ली, 20 सितम्बर, 2007

का.आ. 2985.—धारा 10 की उपधारा (1) के खण्ड (ङ) के अंतर्गत केन्द्र सरकार द्वारा नियुक्त शीर्षक के अंतर्गत चिकित्सा लाभ परिषद् के गठन से संबंधित भारत के राजपत्र दिनांक 31 मार्च, 2006 के भाग II धारा 3 (ii) (असाधारण) में प्रकाशित सां. का. सं. 471 (अ) दिनांक 31 मार्च, 2006 द्वारा भारत के राजपत्र में प्रकाशित श्रम और रोजगार मंत्रालय की राजपत्र अधिसूचना में आंशिक संशोधन करते हुए निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :

क्र. सं. 23 श्री पी. एम. मंत्री,
मानव संसाधन विकास सलाहकार,
ए-12, द्वितीय तल, सारस्वत
कालोनी, सीतला देवी मंदिर रोड,
माहिम, मुम्बई ।

[संख्या : यू- 16012/2/2004 एस. एस.-I]
एस. दो. जेवियर, अवर सचिव

CORRIGENDUM

New Delhi, the 20th September, 2007

S. O. 2985.—In partial modification of Ministry of Labour & Employment's Gazette Notification published in the Gazette of India *vide* S. O. No. 471 (E) dated 31st March, 2006, published in Part II Section 3 (ii) (Extraordinary) dated the 31st March, 2006, in the Gazette of India regarding constitution of Medical Benefit Council under the Heading 'Appointed by the Central Government under clause (e) of sub-section (I) of Section 10', the following entries shall be substituted namely :

S. No. 23 Shri P.M. Mantri,
HRD Advisor
A-12, 2nd Floor, Saraswath Colony
Sitaladevi Temple Road,
Mahim, Mumbai.

[No. U-16012/2/2004-S.S. I]
S. D. XAVIER, Under Secy.

नई दिल्ली, 20 सितम्बर, 2007

का.आ. 2986.— कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अक्तूबर, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा- 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

राजस्व ग्राम	राजस्व परगना	राजस्व तहसील	जिला
आटा, बन्थर	हड्हा	उन्नाव	उन्नाव

[संख्या : एस- 38013/24/2007 एस. एस.-I]
एस . दो. जेवियर, अवर सचिव

New Delhi, the 20th September, 2007

S.O. 2986.— In exercise of the powes conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh nemely :

Revenue Village	Revenue Pargana	Tehsil	District
Atta & Banther	Harha	Unnao	Unnao

[No. S-38013/24/2007-S.S.I.]
S. D. XAVIER, Under Secy.

Printed by the Manager, Govt. of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.